

1 Andrew H. Wilson, SBN 063209
2 WILSON, RYAN & CAMPILONGO
3 115 Sansome Street
4 Fourth Floor
5 San Francisco, California 94104
6 (415) 391-3900
7 Telefax: (415) 954-0938

8 Laurie J. Bartilson, SBN 139220
9 MOXON & BARTILSON
10 6255 Sunset Boulevard, Suite 2000
11 Hollywood, CA 90028
12 (213) 960-1936
13 Telefax: (213) 953-3351

14 Attorneys for Plaintiff
15 CHURCH OF SCIENTOLOGY
16 INTERNATIONAL

17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California not-for-profit
religious corporation,

Plaintiff,

vs.

GERALD ARMSTRONG; DOES 1 through 25,
inclusive,

Defendants.

) CASE NO. BC 157680

) EVIDENCE IN SUPPORT OF
) PLAINTIFF'S NOTICE OF MOTION
) AND MOTION FOR SUMMARY
) ADJUDICATION OF THE
) TWENTIETH CAUSE OF ACTION
) OF PLAINTIFF'S COMPLAINT

)
) DATE: March 31, 1995
) TIME: 9:00 a.m.
) DEPT: 1

)
) DISCOVERY
) CUT-OFF: March 16, 1995
) MTN CUT-OFF: April 18, 1995
) TRIAL DATE: May 18, 1995

VOLUME 1

RECEIVED
FEB 27 1995
HUB LAW OFFICES

INDEX TO EXHIBITS

EXHIBIT 1: Declaration of Laurie J. Bartilson

EXHIBIT 1(A): Mutual Release of All Claims and Settlement Agreement, executed by Gerald Armstrong on December 6, 1986.

EXHIBIT 1(B): Declaration of Lawrence E. Heller, executed March 2, 1992 and exhibits A and B attached thereto. Filed in the case of Church of Scientology International v. Gerald Armstrong et al., Marin County Superior Court, Case No. 152229.

EXHIBIT 1(C): Declaration of Graham E. Berry executed May 7, 1992 and exhibit B attached thereto. Filed in the case of Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(D): Marin Independent Journal, Wednesday, November 11, 1992 article entitled, "Is money the root of problems?".

EXHIBIT 1(E): Excerpt from the deposition of Gerald Armstrong, Volume II, July 22, 1992 pg 183, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(F): Letter from Gerald Armstrong to Eric Lieberman, dated August 21, 1991.

EXHIBIT 1(G): Declaration of Ford Greene Regarding Alleged "Taint" of Joseph A. Yanny, Esquire, executed September 4, 1991 and filed in Vicki J. Aznaran and Richard N. Aznaran v. Church of Scientology of California, et al., U.S. District Court, Central District, State of California, Case No. CV 88-1786-JMI(Ex).

EXHIBIT 1(H): Excerpt from the deposition of Gerald Armstrong, Volume III, October 7, 1992 pgs 322-327 and exhibit 11 thereto, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(I): Declaration of Gerald Armstrong in Opposition to Motion to Exclude Expert Testimony, executed August 26, 1991 and filed in Vicki J. Aznaran

1 and Richard N. Aznaran v. Church of Scientology of California, et al., U.S. District
2 Court, Central District, State of California, Case No. CV 88-1786-JMI(Ex).

3 **EXHIBIT 1(J):** Declaration of Gerald Armstrong Regarding Alleged "Taint" of
4 Joseph A. Yanny, Esquire, executed September 3, 1991 and filed in Vicki J. Aznaran
5 and Richard N. Aznaran v. Church of Scientology of California, et al., U.S. District
6 Court, Central District, State of California, Case No. CV 88-1786-JMI(Ex).

7 **EXHIBIT 1(K):** Excerpt from the deposition of Gerald Armstrong, Volume IV,
8 October 8, 1992 pgs 448-449, taken in Church of Scientology International v. Gerald
9 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

10 **EXHIBIT 1(L):** Excerpt from the deposition of Gerald Armstrong, Volume III,
11 October 7, 1992 pgs 311-312, taken in Church of Scientology International v. Gerald
12 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

13 **EXHIBIT 1(M):** Declaration of Gerald Armstrong, executed on July 16, 1991.

14 **EXHIBIT 1(N):** Declaration of Gerald Armstrong, executed on July 19, 1991.

15 **EXHIBIT 1(O):** Letter from Gerald Armstrong to Eric M. Lieberman, dated
16 June 21, 1991.

17 **EXHIBIT 1(P):** Excerpt from the deposition of Gerald Armstrong, Volume VII,
18 August 19, 1994 pgs 901-917, taken in Church of Scientology International v. Gerald
19 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

20 **EXHIBIT 1(Q):** Letter from Gerald Armstrong, dated December 22, 1992.

21 **EXHIBIT 1(R):** Excerpt from the deposition of Gerald Armstrong, Volume II,
22 July 22, 1992 pgs 282-285, taken in Church of Scientology International v. Gerald
23 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

24 **EXHIBIT 1(S):** Affidavit of Gerald Armstrong, executed on February 19, 1992.

25 **EXHIBIT 1(T):** Excerpt from the deposition of Gerald Armstrong, Volume III,
26 October 7, 1992 pg 387, taken in Church of Scientology International v. Gerald
27 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

28 **EXHIBIT 1(U):** Excerpt from the deposition of Gerald Armstrong, Volume IV,

1 October 8, 1992 pgs 420-421, taken in Church of Scientology International v. Gerald
2 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

3 **EXHIBIT 1(V):** Letter from Gerald Armstrong to Sue Rummonds, dated August
4 27, 1992.

5 **EXHIBIT 1(W):** Excerpts from the deposition of Gerald Armstrong, Volume III,
6 October 7, 1992 pgs 402-405, 392-394, 398 taken in Church of Scientology
7 International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case
8 No. BC 052395.

9 **EXHIBIT 1(X):** Excerpts from the deposition of Gerald Armstrong, Volume I,
10 March 3, 1992 pgs 87-88, 93, 144-147 taken in Hunziker, et al. v. Applied
11 Materials, Inc., et al., Santa Clara County Superior Court, Case No. 692629.

12 **EXHIBIT 1(Y):** Excerpt from the deposition of Gerald Armstrong, Volume II,
13 July 22, 1992 pgs 214-216, 219-226, taken in Church of Scientology International v.
14 Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

15 **EXHIBIT 1(Z):** Supporting Declaration of Gerry Armstrong to Defendants' and
16 Counter-claimants' Opposition to Plaintiffs' and Counter-defendants' Motion for
17 Protective Order re Fifth Request for Production of Documents or Things and for
18 Sanctions, executed on May 27, 1992 and filed in Religious Technology Center, et
19 al., v. Scott, et al., and Religious Technology Center, et al., v. Wollersheim, et al.,
20 U.S. District Court Central District of California, Case No. CV 85-711 JMI(Bx) and
21 CV 85-7197 JMI(Bx).

22 **EXHIBIT 1(AA):** Letter dated July 19, 1992, from Ford Greene to Laurie
23 Bartilson re refund claim of Tillie Hanna Good.

24 **EXHIBIT 1(BB):** Letter dated July 2, 1992 from Ford Greene to Laurie Bartilson
25 re refund claim of Denise Cantin.

26 **EXHIBIT 1(CC):** Letter dated October 29, 1991 from Ford Greene to Laurie
27 Bartilson regarding Ed Roberts.

28 **EXHIBIT 1(DD):** Excerpt from the deposition of Gerald Armstrong, Volume IV,

1 October 8, 1992 pgs 451-458, taken in Church of Scientology International v. Gerald
2 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

3 **EXHIBIT 1(EE):** Letter from Gerald Armstrong to Daniel A. Leipold, dated
4 January 11, 1993.

5 **EXHIBIT 1(FF):** Excerpts from the deposition of Gerald Armstrong, Volume
6 VIII, October 20, 1994 pgs 1036-1038, taken in Church of Scientology International
7 v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC
8 052395.

9 **EXHIBIT 1(GG):** Letter from Gerald Armstrong to Mark Goldowitz, dated June
10 30, 1993.

11 **EXHIBIT 1(HH):** Excerpt from the deposition of Gerald Armstrong, Volume VI,
12 August 18, 1994 pgs 740-746, 749-750 taken in Church of Scientology International
13 v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC
14 052395.

15 **EXHIBIT 1(II):** Excerpt from the deposition of Gerald Armstrong, Volume VII,
16 August 19, 1994 pgs 857-861, taken in Church of Scientology International v. Gerald
17 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

18 **EXHIBIT 1(JJ):** Affidavit of Gerald Armstrong, executed on February 7, 1994.

19 **EXHIBIT 1(KK):** Excerpts from the deposition of Gerald Armstrong, Volume
20 VI-A, pgs 782-789; Volume VII pgs 838-844 and Volume VIII pgs 1046, 1058-1059,
21 taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles
22 County Superior Court, Case No. BC 052395.

23 **EXHIBIT 1(LL):** Declaration of Gerald Armstrong re: Motion for Costs, executed
24 on February 22, 1994 and filed in Church of Scientology International v. Steven
25 Fishman and Uwe Geertz, U.S. District Court Central District of California, Case
26 No. CV 91-6426 HLH (Tx).

27 **EXHIBIT 1(MM):** Declaration of Gerald Armstrong, executed on April 21, 1994.

28 **EXHIBIT 1(NN):** Letter from Gerald Armstrong to Graham Berry, dated January

1 27, 1994.

2 **EXHIBIT 1(OO):** Excerpt from the deposition of Gerald Armstrong, Volume III,
3 October 7, 1992 pgs 341-345, taken in Church of Scientology International v. Gerald
4 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

5 **EXHIBIT 1(PP):** Transcript of CNN Headline News broadcast.

6 **EXHIBIT 1(QQ):** Excerpts from the deposition of Gerald Armstrong, Volume III,
7 October 7, 1992 pgs 341-342, 348-360, taken in Church of Scientology International
8 v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC
9 052395.

10 **EXHIBIT 1(RR):** Excerpts from the deposition of Gerald Armstrong, Volume III,
11 October 7, 1992 pgs 372-380, taken in Church of Scientology International v. Gerald
12 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

13 **EXHIBIT 1(SS):** Letter from Gerald Armstrong to Mark Goldowitz, dated June
14 30, 1993.

15 **EXHIBIT 1(TT):** Video tape of interview with Gerry Armstrong, November 6,
16 1992.

17 **EXHIBIT 1(UU):** Transcript of video tape interview with Gerry Armstrong,
18 November 6, 1992.

19 **EXHIBIT 1(VV):** Letter from Laurie Bartilson to Gerald Armstrong, dated April
20 28, 1993.

21 **EXHIBIT 1(WW):** Letter from Gerald Armstrong to Laurie Bartilson, dated May 3,
22 1993.

23 **EXHIBIT 1(XX):** Newsweek article, June 14, 1993 entitled "Scientology in the
24 Schools", by Kenneth Woodward and Charles Fleming.

25 **EXHIBIT 1(YY):** Excerpt from the deposition of Gerald Armstrong, Volume VI,
26 August 18, 1994 pgs 736-737, taken in Church of Scientology International v. Gerald
27 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

28 **EXHIBIT 1(ZZ):** Letter from Gerald Armstrong to Charles Fleming, dated August

1 28, 1993.

2
3 **EXHIBIT 1(AAA):** Excerpt from the deposition of Gerald Armstrong, Volume VI,
4 August 18, 1994 pgs 729-730, taken in Church of Scientology International v. Gerald
5 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

6 **EXHIBIT 1(BBB):** Excerpt from the deposition of Gerald Armstrong, Volume VII,
7 August 19, 1994 pgs 854-855, taken in Church of Scientology International v. Gerald
8 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

9 **EXHIBIT 1(CCC):** Letter from Gerald Armstrong to Jennifer Cohen, dated August
10 23, 1993.

11 **EXHIBIT 1(DDD):** Transcript of a segment of Entertainment TV, August 5, 1993.

12 **EXHIBIT 1(EEE):** Excerpt from the deposition of Gerald Armstrong, Volume VII,
13 August 19, 1994 pgs 850-853, taken in Church of Scientology International v. Gerald
14 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

15 **EXHIBIT 1(FFF):** Excerpt from the deposition of Gerald Armstrong, Volume VI,
16 August 18, 1994 pgs 720-723, taken in Church of Scientology International v. Gerald
17 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

18 **EXHIBIT 1(GGG):** Fax communication cover sheet and letter to the editor of
19 Premier Magazine from Gerald Armstrong, dated October 11, 1993.

20 **EXHIBIT 1(HHH):** Letter from Gerald Armstrong to Charles Collier-Wright, and
21 Mirror Group Newspapers, dated May 19, 1994.

22 **EXHIBIT 1(III):** Excerpt from the deposition of Gerald Armstrong, Volume VI,
23 August 18, 1994 pgs 693-694, taken in Church of Scientology International v. Gerald
24 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

25 **EXHIBIT 1(JJJ):** Letter from Gerald Armstrong to Rick Cusick , June 29, 1994.

26 **EXHIBIT 1(KKK):** Excerpt from the deposition of Gerald Armstrong, Volume VI,
27 August 18, 1994 pgs 653-655, 661-662, 664-667, taken in Church of Scientology
28 International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case

No. BC 052395.

EXHIBIT 1(LLL): Article in the Pacific Sun, June 29, 1994, entitled "Gagged again".

EXHIBIT 1(MMM): Letter to the editor, Pacific Sun from Gerry Armstrong, July 13-19, 1994.

EXHIBIT 1(NNN): Excerpt from the deposition of Gerald Armstrong, Volume VII, August 19, 1994 pgs 848-850, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(OOO): Excerpt from the deposition of Gerald Armstrong, Volume VIII, October 20, 1994 pgs 992-995, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(PPP): Letter from Gerald Armstrong to Larry Wollersheim, dated July 4, 1993.

EXHIBIT 1(QQQ): Excerpt from the deposition of Gerald Armstrong, Volume VII, August 19, 1994 pgs 875-876, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(RRR): "I Declare", a literary work created and written by Gerald Armstrong, executed on January 13, 1994.

EXHIBIT 1(SSS): "Find A Better Basket", a literary work created and written by Gerald Armstrong, executed on February 20, 1994.

EXHIBIT 1(TTT): Excerpts from the deposition of Gerald Armstrong, Volume VI, August 18, 1994 pgs 654-655, 710, and Volume VII, August 19, 1994 pgs 798-801, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(UUU): Excerpt from the deposition of Gerald Armstrong, Volume III, October 7, 1992 pgs 383-385, and Volume IV, October 8, 1992 pgs 421-422, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

1 **EXHIBIT 1(VVV):** Letter from Gerald Armstrong to Robert Lobsinger, dated
2 September 1, 1992.

3 **EXHIBIT 1(WWW):**Excerpt from the deposition of Gerald Armstrong, Volume II,
4 March 12, 1992 pgs 265-266, taken in Hunziker v. Applied Materials, et al., Santa
5 Clara County Superior Court, Case No. 692629.

6 **EXHIBIT 1(XXX):** Excerpt from the deposition of Gerald Armstrong, Volume VI,
7 August 18, 1994 pgs 705-710, taken in Church of Scientology International v. Gerald
8 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

9 **EXHIBIT 1(YYY):** Excerpt from the deposition of Gerald Armstrong, Volume
10 VI-A, pgs 764-765, 767-770, 777-780, taken in Church of Scientology International
11 v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC
12 052395.

13 **EXHIBIT 1(ZZZ):** Excerpt from the deposition of Gerald Armstrong, Volume VII,
14 August 19, 1994 pgs 869-870, 872, taken in Church of Scientology International v.
15 Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

16 **EXHIBIT 1(AAAA):**Excerpt from the deposition of Gerald Armstrong, Volume V,
17 March 10, 1993 pgs 966-967, taken in Church of Scientology International v. Gerald
18 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

19 **EXHIBIT 1(BBBB):**Excerpt from the deposition of Gerald Armstrong, Volume
20 VI-A, pgs 782-785, taken in Church of Scientology International v. Gerald Armstrong
21 et al., Los Angeles County Superior Court, Case No. BC 052395.

22 **EXHIBIT 1(CCCC):**Excerpts from the deposition of Gerald Armstrong, Volume VII,
23 August 19, 1994 pgs 843, 919-920, 922-923, 926-930; and Volume VIII, October 20,
24 1994 pgs 954-961, 972-973, taken in Church of Scientology International v. Gerald
25 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

26 **EXHIBIT 1(DDDD):**Excerpt from the deposition of Gerald Armstrong, Volume I,
27 June 24, 1992 pg 124, taken in Church of Scientology International v. Gerald
28 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

1 **EXHIBIT 1(EEEE):**Declaration of Gerald Armstrong, executed on February 3, 1993.

2 **EXHIBIT 1(FFFF):** Letter from Gerald Armstrong to Lauried Bartilson, dated May
3 3, 1993.

4 **EXHIBIT 1(GGGG):**Letter from Gerald Armstrong to Andrew Wilson, dated August
5 15, 1993.

6 **EXHIBIT 1(HHHH):**Excerpt from the deposition of Gerald Armstrong, Volume VI,
7 August 18, 1994 pgs 665-666, taken in Church of Scientology International v. Gerald
8 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

9 **EXHIBIT 1(III):** Letter from Gerald Armstrong to Nancy O'Meara, dated
10 February 1, 1995.

11 Dated: February 22, 1995

Respectfully submitted,

12 Andrew H. Wilson
13 WILSON, RYAN AND CAMPILONGO

14 MOXON & BARTILSON

15 By: 
16 Laurie J. Bartilson

17 Attorneys for Plaintiff
18 CHURCH OF SCIENTOLOGY
19 INTERNATIONAL
20
21
22
23
24
25
26
27
28

1 Andrew H. Wilson, SBN 063209
2 WILSON, RYAN & CAMPILONGO
3 115 Sansome Street
4 Fourth Floor
5 San Francisco, California 94104
6 (415) 391-3900
7 Telefax: (415) 954-0938

8 Laurie J. Bartilson, SBN 139220
9 MOXON & BARTILSON
10 6255 Sunset Boulevard, Suite 2000
11 Hollywood, CA 90028
12 (213) 960-1936
13 Telefax: (213) 953-3351

14 Attorneys for Plaintiff
15 CHURCH OF SCIENTOLOGY
16 INTERNATIONAL

17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California not-for-profit
religious corporation,

Plaintiff,

vs.

GERALD ARMSTRONG; DOES 1 through 25,
inclusive,

Defendants.

) CASE NO. BC 157680

) DECLARATION OF LAURIE J.
) BARTILSON IN SUPPORT OF
) PLAINTIFF'S NOTICE OF MOTION
) AND MOTION FOR SUMMARY
) ADJUDICATION OF THE
) TWENTIETH CAUSE OF ACTION
) OF PLAINTIFF'S COMPLAINT

)
)
) DATE: March 31, 1995
) TIME: 9:00 a.m.
) DEPT: 1

) DISCOVERY
) CUT-OFF: March 16, 1995
) MTN CUT-OFF: April 18, 1995
) TRIAL DATE: May 18, 1995

1 LAURIE J. BARTILSON deposes and says:

2 1. My name is Laurie J. Bartilson and I am one of the attorneys responsible for
3 the representations of the plaintiff in this action. I have personal knowledge of the facts set
4 forth in this Declaration and could competently testify thereto if called as a witness.

5 2. Attached hereto and incorporated herein are true and correct copies of
6 documents submitted as exhibits in support of Plaintiff's Notice of Motion and Motion for
7 Summary Adjudication of the Twentieth Cause of Action of Plaintiff's Complaint.

8 **EXHIBIT A:** Mutual Release of All Claims and Settlement Agreement, executed by
9 Gerald Armstrong on December 6, 1986.

10 **EXHIBIT B:** Declaration of Lawrence E. Heller, executed March 2, 1992 and
11 exhibits A and B attached thereto. Filed in the case of Church of Scientology
12 International v. Gerald Armstrong et al., Marin County Superior Court, Case No.
13 152229.

14 **EXHIBIT C:** Declaration of Graham E. Berry executed May 7, 1992 and exhibit B
15 attached thereto. Filed in the case of Church of Scientology International v. Gerald
16 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

17 **EXHIBIT D:** Marin Independent Journal, Wednesday, November 11, 1992 article
18 entitled, "Is money the root of problems?".

19 **EXHIBIT E:** Excerpt from the deposition of Gerald Armstrong, Volume II, July 22,
20 1992 pg 183, taken in Church of Scientology International v. Gerald Armstrong et
21 al., Los Angeles County Superior Court, Case No. BC 052395.

22 **EXHIBIT F:** Letter from Gerald Armstrong to Eric Lieberman, dated August 21,
23 1991.

24 **EXHIBIT G:** Declaration of Ford Greene Regarding Alleged "Taint" of Joseph A.
25 Yanny, Esquire, executed September 4, 1991 and filed in Vicki J. Aznaran and
26 Richard N. Aznaran v. Church of Scientology of California, et al., U.S. District
27 Court, Central District, State of California, Case No. CV 88-1786-JMI(Ex).

28 **EXHIBIT H:** Excerpt from the deposition of Gerald Armstrong, Volume III,

1 October 7, 1992 pgs 322-327 and exhibit 11 thereto, taken in Church of Scientology
2 International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case
3 No. BC 052395.

4 **EXHIBIT I:** Declaration of Gerald Armstrong in Opposition to Motion to Exclude
5 Expert Testimony, executed August 26, 1991 and filed in Vicki J. Aznaran and
6 Richard N. Aznaran v. Church of Scientology of California, et al., U.S. District
7 Court, Central District, State of California, Case No. CV 88-1786-JMI(Ex).

8 **EXHIBIT J:** Declaration of Gerald Armstrong Regarding Alleged "Taint" okf Joseph
9 A. Yanny, Esquire, executed September 3, 1991 and filed in Vicki J. Aznaran and
10 Richard N. Aznaran v. Church of Scientology of California, et al., U.S. District
11 Court, Central District, State of California, Case No. CV 88-1786-JMI(Ex).

12 **EXHIBIT K:** Excerpt from the deposition of Gerald Armstrong, Volume IV,
13 October 8, 1992 pgs 448-449, taken in Church of Scientology International v. Gerald
14 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

15 **EXHIBIT L:** Excerpt from the deposition of Gerald Armstrong, Volume III, October
16 7, 1992 pgs 311-312, taken in Church of Scientology International v. Gerald
17 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

18 **EXHIBIT M:** Declaration of Gerald Armstrong, executed on July 16, 1991.

19 **EXHIBIT N:** Declaration of Gerald Armstrong, executed on July 19, 1991.

20 **EXHIBIT O:** Letter from Gerald Armstrong to Eric M. Lieberman, dated June 21,
21 1991.

22 **EXHIBIT P:** Excerpt from the deposition of Gerald Armstrong, Volume VII, August
23 19, 1994 pgs 901-917, taken in Church of Scientology International v. Gerald
24 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

25 **EXHIBIT Q:** Letter from Gerald Armstrong, dated December 22, 1992.

26 **EXHIBIT R:** Excerpt from the deposition of Gerald Armstrong, Volume II, July 22,
27 1992 pgs 282-285, taken in Church of Scientology International v. Gerald Armstrong
28 et al., Los Angeles County Superior Court, Case No. BC 052395.

1 **EXHIBIT S:** Affidavit of Gerald Armstrong, executed on February 19, 1992.

2 **EXHIBIT T:** Excerpt from the deposition of Gerald Armstrong, Volume III, October
3 7, 1992 pg 387, taken in Church of Scientology International v. Gerald Armstrong et
4 al., Los Angeles County Superior Court, Case No. BC 052395.

5 **EXHIBIT U:** Excerpt from the deposition of Gerald Armstrong, Volume IV, October
6 8, 1992 pgs 420-421, taken in Church of Scientology International v. Gerald
7 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

8 **EXHIBIT V:** Letter from Gerald Armstrong to Sue Rummonds, dated August 27,
9 1992.

10 **EXHIBIT W:** Excerpts from the deposition of Gerald Armstrong, Volume III,
11 October 7, 1992 pgs 392-394, 398, 402-405, taken in Church of Scientology
12 International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case
13 No. BC 052395.

14 **EXHIBIT X:** Excerpts from the deposition of Gerald Armstrong, Volume I, March
15 3, 1992 pgs 87-88, 93, 144-147 taken in Hunziker, et al. v. Applied Materials, Inc.,
16 et al., Santa Clara County Superior Court, Case No. 692629.

17 **EXHIBIT Y:** Excerpt from the deposition of Gerald Armstrong, Volume II, July 22,
18 1992 pgs 214-216, 219-226, taken in Church of Scientology International v. Gerald
19 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

20 **EXHIBIT Z:** Supporting Declaration of Gerry Armstrong to Defendants' and
21 Counter-claimants' Opposition to Plaintiffs' and Counter-defendants' Motion for
22 Protective Order re Fifth Request for Production of Documents or Things and for
23 Sanctions, executed on May 27, 1992 and filed in Religious Technology Center, et
24 al., v. Scott, et al., and Religious Technology Center, et al., v. Wollersheim, et al.,
25 U.S. District Court Central District of California, Case No. CV 85-711 JMI(Bx) and
26 CV 85-7197 JMI(Bx).

27 **EXHIBIT AA:** Letter dated July 19, 1992, from Ford Greene to Laurie Bartilson re
28 refund claim of Tillie Hanna Good.

1 **EXHIBIT BB:** Letter dated July 2, 1992 from Ford Greene to Laurie Bartilson re
2 refund claim of Denise Cantin.

3 **EXHIBIT CC:** Letter dated October 29, 1991 from Ford Greene to Laurie Bartilson
4 regarding Ed Roberts.

5 **EXHIBIT DD:** Excerpt from the deposition of Gerald Armstrong, Volume IV,
6 October 8, 1992 pgs 451-458, taken in Church of Scientology International v. Gerald
7 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

8 **EXHIBIT EE:** Letter from Gerald Armstrong to Daniel A. Leipold, dated January
9 11, 1993.

10 **EXHIBIT FF:** Excerpts from the deposition of Gerald Armstrong, Volume VIII,
11 October 20, 1994 pgs 1036-1038, taken in Church of Scientology International v.
12 Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

13 **EXHIBIT GG:** Letter from Gerald Armstrong to Mark Goldowitz, dated June 30,
14 1993.

15 **EXHIBIT HH:** Excerpt from the deposition of Gerald Armstrong, Volume VI,
16 August 18, 1994 pgs 746, 749-750, taken in Church of Scientology International v.
17 Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

18 **EXHIBIT II:** Excerpt from the deposition of Gerald Armstrong, Volume VII,
19 August 19, 1994 pgs 857-861, taken in Church of Scientology International v. Gerald
20 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

21 **EXHIBIT JJ:** Affidavit of Gerald Armstrong, executed on February 7, 1994.

22 **EXHIBIT KK:** Excerpts from the deposition of Gerald Armstrong, Volume
23 VI-A, pgs 782-789; Volume VII pgs 838-844 and Volume VIII pgs 1046, 1058-1059,
24 taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles
25 County Superior Court, Case No. BC 052395.

26 **EXHIBIT LL:** Declaration of Gerald Armstrong re: Motion for Costs, executed on
27 February 22, 1994 and filed in Church of Scientology International v. Steven Fishman
28 and Uwe Geertz, U.S. District Court Central District of California, Case No. CV 91-

1 6426 HLH (Tx).

2 **EXHIBIT MM:** Declaration of Gerald Armstrong, executed on April 21, 1994.

3 **EXHIBIT NN:** Letter from Gerald Armstrong to Graham Berry, dated January 27,
4 1994.

5 **EXHIBIT OO:** Excerpt from the deposition of Gerald Armstrong, Volume III,
6 October 7, 1992 pgs 341-345, taken in Church of Scientology International v. Gerald
7 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

8 **EXHIBIT PP:** Transcript of CNN Headline News broadcast.

9 **EXHIBIT QQ:** Excerpts from the deposition of Gerald Armstrong, Volume III,
10 October 7, 1992 pgs 341-342, 348-360, taken in Church of Scientology International
11 v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC
12 052395.

13 **EXHIBIT RR:** Excerpts from the deposition of Gerald Armstrong, Volume III,
14 October 7, 1992 pgs 372-380, taken in Church of Scientology International v. Gerald
15 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

16 **EXHIBIT SS:** Letter from Gerald Armstrong to Mark Goldowitz, dated June 30,
17 1993.

18 **EXHIBIT TT:** Video tape of interview with Gerry Armstrong, November 6, 1992.

19 **EXHIBIT UU:** Transcript of video tape interview with Gerry Armstrong, November
20 6, 1992.

21 **EXHIBIT VV:** Letter from Laurie Bartilson to Gerald Armstrong, dated April 28,
22 1993.

23 **EXHIBIT WW:** Letter from Gerald Armstrong to Laurie Bartilson, dated May 3,
24 1993.

25 **EXHIBIT XX:** Newsweek article, June 14, 1993 entitled "Scientology in the
26 Schools", by Kenneth Woodward and Charles Fleming.

27 **EXHIBIT YY:** Excerpt from the deposition of Gerald Armstrong, Volume VI,
28 August 18, 1994 pgs 736-737, taken in Church of Scientology International v. Gerald

1 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

2 **EXHIBIT ZZ:** Letter from Gerald Armstrong to Charles Fleming, dated August 28,
3 1993.

4 **EXHIBIT AAA:** Excerpt from the deposition of Gerald Armstrong, Volume VI,
5 August 18, 1994 pgs 729-730, taken in Church of Scientology International v. Gerald
6 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

7 **EXHIBIT BBB:** Excerpt from the deposition of Gerald Armstrong, Volume VII,
8 August 19, 1994 pgs 854-855, taken in Church of Scientology International v. Gerald
9 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

10 **EXHIBIT CCC:** Letter from Gerald Armstrong to Jennifer Cohen, dated August 23,
11 1993.

12 **EXHIBIT DDD:** Transcript of a segment of Entertainment TV, August 5, 1993.

13 **EXHIBIT EEE:** Excerpt from the deposition of Gerald Armstrong, Volume VII,
14 August 19, 1994 pgs 850-853, taken in Church of Scientology International v. Gerald
15 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

16 **EXHIBIT FFF:** Excerpt from the deposition of Gerald Armstrong, Volume VI,
17 August 18, 1994 pgs 720-723, taken in Church of Scientology International v. Gerald
18 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

19 **EXHIBIT GGG:** Fax communication cover sheet and letter to the editor of Premier
20 Magazine from Gerald Armstrong, dated October 11, 1993.

21 **EXHIBIT HHH:** Letter from Gerald Armstrong to Charles Collier-Wright, and
22 Mirror Group Newspapers, dated May 19, 1994.

23 **EXHIBIT III:** Excerpt from the deposition of Gerald Armstrong, Volume VI,
24 August 18, 1994 pgs 693-694, taken in Church of Scientology International v. Gerald
25 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

26 **EXHIBIT JJJ:** Letter from Gerald Armstrong to Rick Cusick , June 29, 1994.

27 **EXHIBIT KKK:** Excerpt from the deposition of Gerald Armstrong, Volume VI,
28 August 18, 1994 pgs 653-655, 661-662, 664-667, taken in Church of Scientology

1 International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case
2 No. BC 052395.

3 **EXHIBIT LLL:** Article in the Pacific Sun, June 29, 1994, entitled "Gagged again".

4 **EXHIBIT MMM:** Letter to the editor, Pacific Sun from Gerry Armstrong, July 13-
5 19, 1994.

6 **EXHIBIT NNN:** Excerpt from the deposition of Gerald Armstrong, Volume VII,
7 August 19, 1994 pgs 848-850, taken in Church of Scientology International v. Gerald
8 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

9 **EXHIBIT OOO:** Excerpt from the deposition of Gerald Armstrong, Volume VIII,
10 October 20, 1994 pgs 992-995, taken in Church of Scientology International v. Gerald
11 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

12 **EXHIBIT PPP:** Letter from Gerald Armstrong to Larry Wollersheim, dated July 4,
13 1993.

14 **EXHIBIT QQQ:** Excerpt from the deposition of Gerald Armstrong, Volume VII,
15 August 19, 1994 pgs 875-876, taken in Church of Scientology International v. Gerald
16 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

17 **EXHIBIT RRR:** "I Declare", a literary work created and written by Gerald
18 Armstrong, executed on January 13, 1994.

19 **EXHIBIT SSS:** "Find A Better Basket", a literary work created and written by
20 Gerald Armstrong, executed on February 20, 1994.

21 **EXHIBIT TTT:** Excerpts from the deposition of Gerald Armstrong, Volume VI,
22 August 18, 1994 pgs 654-655, 710, and Volume VII, August 19, 1994 pgs 798-801,
23 867-868, taken in Church of Scientology International v. Gerald Armstrong et al.,
24 Los Angeles County Superior Court, Case No. BC 052395.

25 **EXHIBIT UUU:** Excerpt from the deposition of Gerald Armstrong, Volume III,
26 October 7, 1992 pgs 383-385, and Volume IV, October 8, 1992 pgs 421-422, taken
27 in Church of Scientology International v. Gerald Armstrong et al., Los Angeles
28 County Superior Court, Case No. BC 052395.

1 **EXHIBIT VVV:** Letter from Gerald Armstrong to Robert Lobsinger, dated
2 September 1, 1992.

3 **EXHIBIT WWW:** Excerpt from the deposition of Gerald Armstrong, Volume II,
4 July 22, 1992 pgs 265-266, taken in Hunziker, et al. v. Applied Materials, Inc., et
5 al., Santa Clara County Superior Court, Case No. 692629.

6 **EXHIBIT XXX:** Excerpt from the deposition of Gerald Armstrong, Volume VI,
7 August 18, 1994 pgs 705-710, taken in Church of Scientology International v. Gerald
8 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

9 **EXHIBIT YYY:** Excerpt from the deposition of Gerald Armstrong, Volume VI-A,
10 pgs 764-765, 767-770, 777-780, taken in Church of Scientology International v.
11 Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

12 **EXHIBIT ZZZ:** Excerpt from the deposition of Gerald Armstrong, Volume VII,
13 August 19, 1994 pgs 869-870, 872, taken in Church of Scientology International v.
14 Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

15 **EXHIBIT AAAA:** Excerpt from the deposition of Gerald Armstrong, Volume V,
16 March 10, 1993 pgs 591-592, taken in Church of Scientology International v. Gerald
17 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

18 **EXHIBIT BBBB:** Excerpt from the deposition of Gerald Armstrong, Volume
19 VI-A, pgs 782-785, taken in Church of Scientology International v. Gerald Armstrong
20 et al., Los Angeles County Superior Court, Case No. BC 052395.

21 **EXHIBIT CCCC:** Excerpts from the deposition of Gerald Armstrong, Volume VII,
22 August 19, 1994 pgs 843, 919-920, 922-923, 926-930; and Volume VIII, October 20,
23 1994 pgs 954-961, 972-973, taken in Church of Scientology International v. Gerald
24 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

25 **EXHIBIT DDDD:** Excerpt from the deposition of Gerald Armstrong, Volume I,
26 June 24, 1992 pg 124, taken in Church of Scientology International v. Gerald
27 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

28 **EXHIBIT EEEE:** Declaration of Gerald Armstrong, executed on February 3, 1993.

1 **EXHIBIT FFFF:** Letter from Gerald Armstrong to Lauried Bartilson, dated May 3,
2 1993.

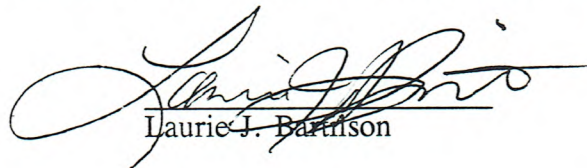
3 **EXHIBIT GGGG:** Letter from Gerald Armstrong to Andrew Wilson, dated August
4 15, 1993.

5 **EXHIBIT HHHH:** Excerpt from the deposition of Gerald Armstrong, Volume VI,
6 August 18, 1994 pgs 665-666, taken in Church of Scientology International v. Gerald
7 Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

8 **EXHIBIT IIII:** Letter from Gerald Armstrong to Nancy O'Meara, dated February 1,
9 1995.


10 I declare under the penalty of perjury under the laws of the State of California that
11 the foregoing is true and correct.

12 Executed this 23rd day of February, 1995, at Los Angeles, California.

13
14 
15 Laurie J. Bartilson

MUTUAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT

1. This Mutual Release of All Claims and Settlement Agreement is made between Church of Scientology International (hereinafter "CSI") and Gerald Armstrong, (hereinafter "Plaintiff") Cross-Complainant in Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153. By this Agreement, Plaintiff hereby specifically waives and releases all claims he has or may have from the beginning of time to and including this date, including all causes of action of every kind and nature, known or unknown for acts and/or omissions against the officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel of CSI as well as the Church of Scientology of California, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Religious Technology Center, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; all Scientology and Scientology affiliated organizations and entities and their officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Author Services, Inc., its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and its trustee; and Mary Sue Hubbard, (all hereinafter collectively referred to as the





"Releasees"). The parties to this Agreement hereby agree as follows:

2. It is understood that this settlement is a compromise of doubtful and disputed claims, and that any payment is not to be construed, and is not intended, as an admission of liability on the part of any party to this Agreement, specifically, the Releasees, by whom liability has been and continues to be expressly denied. In executing this settlement Agreement, Plaintiff acknowledges that he has released the organizations, individuals and entities listed in the above paragraph, in addition to those defendants actually named in the above lawsuit, because among other reasons, they are third party beneficiaries of this Agreement.

3. Plaintiff has received payment of a certain monetary sum which is a portion of a total sum of money paid to his attorney, Michael J. Flynn. The total sum paid to Mr. Flynn is to settle all of the claims of Mr. Flynn's clients. Plaintiff's portion of said sum has been mutually agreed upon by Plaintiff and Michael J. Flynn. Plaintiff's signature below this paragraph acknowledges that Plaintiff is completely satisfied with the monetary consideration negotiated with and received by Michael J. Flynn. Plaintiff acknowledges that there has been a block settlement between Plaintiff's attorney, Michael J. Flynn, and the Church of Scientology and Churches and entities related to the Church of Scientology, concerning all of Mr. Flynn's clients who were in litigation with any Church of Scientology or related entity. Plaintiff has received a portion of this block

amount, the receipt of which he hereby acknowledges. Plaintiff understands that this amount is only a portion of the block settlement amount. The exact settlement sum received by Plaintiff is known only to Plaintiff and his attorney, Michael J. Flynn, and it is their wish that this remain so and that this amount remain confidential.



Signature line for Gerald Armstrong

4. For and in consideration of the above described consideration, the mutual covenants, conditions and release contained herein, Plaintiff does hereby release, acquit and forever discharge, for himself, his heirs, successors, executors, administrators and assigns, the Releasees, including Church of Scientology of California, Church of Scientology International, Religious Technology Center, all Scientology and Scientology affiliated organizations and entities, Author Services, Inc. (and for each organization or entity, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel); L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and trustee; and Mary Sue Hubbard, and each of them, of and from any and all claims, including, but not limited to, any claims or causes of action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153 and all demands, damages, actions and causes of actions of every kind and nature, known or unknown,

for or because of any act or omission allegedly done by the Releasees, from the beginning of time to and including the date hereof. Therefore, Plaintiff does hereby authorize and direct his counsel to dismiss with prejudice his claims now pending in the above referenced action. The parties hereto will execute and cause to be filed a joint stipulation of dismissal in the form of the one attached hereto as Exhibit "A".

A. It is expressly understood by Plaintiff, that this release and all of the terms thereof do not apply to the action brought by the Church of Scientology against Plaintiff for Conversion, Fraud and other causes of action, which action has already gone to trial and is presently pending before the Second District, Third Division of the California Appellate Court (Appeal No. B005912). The disposition of those claims are controlled by the provisions of the following paragraph hereinafter.

B. As of the date this settlement Agreement is executed, there is currently an appeal pending before the California Court of Appeal, Second Appellate District, Division 3, arising out of the above referenced action delineated as Appeal No. B005912. It is understood that this appeal arises out of the Church of Scientology's complaint against Plaintiff which is not settled herein. This appeal shall be maintained notwithstanding this Agreement. Plaintiff agrees to waive any rights he may have to take any further appeals from any decision eventually reached by the Court of Appeal or any rights he may have to oppose (by responding brief or any other means) any further appeals taken by the Church of

Scientology of California. The Church of Scientology of California shall have the right to file any further appeals it deems necessary.

5. For and in consideration of the mutual covenants, conditions and release contained herein, and Plaintiff dismissing with prejudice the action Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153, the Church of Scientology of California does hereby release, acquit and forever discharge for itself, successors and assigns, Gerald Armstrong, his agents, representatives, heirs, successors, assigns, legal counsel and estate and each of them, of and from any and all claims, causes of action, demands, damages and actions of every kind and nature, known or unknown, for or because of any act or omission allegedly done by Gerald Armstrong from the beginning of time to and including the date hereof.

6. In executing this Agreement, the parties hereto, and each of them, agree to and do hereby waive and relinquish all rights and benefits afforded under the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7. Further, the undersigned hereby agree to the following:

A. The liability for all claims is expressly denied by the parties herein released, and this final compromise and

settlement thereof shall never be treated as an admission of liability or responsibility at any time for any purpose.

B. Plaintiff has been fully advised and understands that the alleged injuries sustained by him are of such character that the full extent and type of injuries may not be known at the date hereof, and it is further understood that said alleged injuries, whether known or unknown at the date hereof, might possibly become progressively worse and that as a result, further damages may be sustained by Plaintiff; nevertheless, Plaintiff desires by this document to forever and fully release the Releasees. Plaintiff understands that by the execution of this release no further claims arising out of his experience with, or actions by, the Releasees, from the beginning of time to and including the date hereof, which may now exist or which may exist in the future may ever be asserted by him or on his behalf, against the Releasees.

C. Plaintiff agrees to assume responsibility for the payment of any attorney fee, lien or liens, imposed against him past, present, or future, known or unknown, by any person, firm, corporation or governmental entity or agency as a result of, or growing out of any of the matters referred to in this release. Plaintiff further agrees to hold harmless the parties herein released, and each of them, of and from any liability arising therefrom.

D. Plaintiff agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other

similar form, any writing or to broadcast or to assist another to create, write, film or video tape or audio tape any show, program or movie, or to grant interviews or discuss with others, concerning their experiences with the Church of Scientology, or concerning their personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff expressly understands that the non-disclosure provisions of this subparagraph shall apply, inter alia, but not be limited, to the contents or substance of his complaint on file in the action referred to in Paragraph 1 hereinabove or any documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 1 above. The attorneys for Plaintiff, subject to the ethical limitations restraining them as promulgated by the state or federal regulatory associations or agencies, agree not to disclose any of the terms and conditions of the settlement negotiations, amount of the

settlement, or statements made by either party during settlement conferences. Plaintiff agrees that if the terms of this paragraph are breached by him, that CSI and the other Releasees would be entitled to liquidated damages in the amount of \$50,000 for each such breach. All monies received to induce or in payment for a breach of this Agreement, or any part thereof, shall be held in a constructive trust pending the outcome of any litigation over said breach. The amount of liquidated damages herein is an estimate of the damages that each party would suffer in the event this Agreement is breached. The reasonableness of the amount of such damages are hereto acknowledged by Plaintiff.

E. With exception to the items specified in Paragraph 7(L), Plaintiff agrees to return to the Church of Scientology International at the time of the consummation of this Agreement, all materials in his possession, custody or control (or within the possession, custody or control of his attorney, as well as third parties who are in possession of the described documents), of any nature, including originals and all copies or summaries of documents defined in Appendix "A" to this Agreement, including but not limited to any tapes, computer disks, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above, all evidence of any nature, including evidence obtained from the named defendants through discovery, acquired for the purposes of this lawsuit or any lawsuit, or acquired for any other purpose

concerning any Church of Scientology, any financial or administrative materials concerning any Church of Scientology, and any materials relating personally to L. Ron Hubbard, his family, or his estate. In addition to the documents and other items to be returned to the Church of Scientology International listed above and in Appendix "A", Plaintiff agrees to return the following:

(a) All originals and copies of the manuscript for the work "Excalibur" written by L. Ron Hubbard;

(b) All originals and copies of documents commonly known as the "Affirmations" written by L. Ron Hubbard; and

(c) All documents and other items surrendered to the Court by Plaintiff and his attorneys pursuant to Judge Cole's orders of August 24, 1982 and September 4, 1982 and all documents and other items taken by the Plaintiff from either the Church of Scientology or Omar Garrison. This includes all documents and items entered into evidence or marked for identification in Church of Scientology of California v. Gerald Armstrong, Case No. C 420 153. Plaintiff and his attorney will execute a Joint Stipulation or such other documents as are necessary to obtain these documents from the Court. In the event any documents or other items are no longer in the custody or control of the Los Angeles Superior Court, Plaintiff and his counsel will assist the Church in recovering these documents as quickly as possible, including but not limited to those tapes and other documents now in the possession of the United States District Court in the case of United States v. Zolin, Case No. CV

85-0440-HLH(Tx), presently on appeal in the Ninth Circuit Court of Appeals. In the event any of these documents are currently lodged with the Court of Appeal, Plaintiff and his attorneys will cooperate in recovering those documents as soon as the Court of Appeal issues a decision on the pending appeal.

To the extent that Plaintiff does not possess or control documents within categories A-C above, Plaintiff recognizes his continuing duty to return to CSI any and all documents that fall within categories A-C above which do in the future come into his possession or control.

F. Plaintiff agrees that he will never again seek or obtain spiritual counselling or training or any other service from any Church of Scientology, Scientologist, Dianetics or Scientology auditor, Scientology minister, Mission of Scientology, Scientology organization or Scientology affiliated organization.

G. Plaintiff agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals, or entities listed in Paragraph 1 above. Plaintiff also agrees that he will not cooperate in any manner with any organizations aligned against Scientology.

H. Plaintiff agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Plaintiff shall not make

himself amenable to service of any such subpoena in a manner which invalidates the intent of this provision. Unless required to do so by such subpoena, Plaintiff agrees not to discuss this litigation or his experiences with and knowledge of the Church with anyone other than members of his immediate family. As provided hereinafter in Paragraph 18(d), the contents of this Agreement may not be disclosed.

I. The parties hereto agree that in the event of any future litigation between Plaintiff and any of the organizations, individuals or entities listed in Paragraph 1 above, that any past action or activity, either alleged in this lawsuit or activity similar in fact to the evidence that was developed during the course of this lawsuit, will not be used by either party against the other in any future litigation. In other words, the "slate" is wiped clean concerning past actions by any party.

J. It is expressly understood and agreed by Plaintiff that any dispute between Plaintiff and his counsel as to the proper division of the sum paid to Plaintiff by his attorney of record is between Plaintiff and his attorney of record and shall in no way affect the validity of this Mutual Release of All Claims and Settlement Agreement.

K. Plaintiff hereby acknowledges and affirms that he is not under the influence of any drug, narcotic, alcohol or other mind-influencing substance, condition or ailment such that his ability to fully understand the meaning of this Agreement and the significance thereof is adversely affected.

L. Notwithstanding the provisions of Paragraph 7(E) above, Plaintiff shall be entitled to retain any artwork created by him which concerns or relates to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above provided that such artwork never be disclosed either directly or indirectly, to anyone. In the event of a disclosure in breach of this Paragraph 7(L), Plaintiff shall be subject to the liquidated damages and constructive trust provisions of Paragraph 7(D) for each such breach.

8. Plaintiff further agrees that he waives and relinquishes any right or claim arising out of the conduct of any defendant in this case to date, including any of the organizations, individuals or entities as set forth in Paragraph 1 above, and the named defendants waive and relinquish any right or claim arising out of the conduct of Plaintiff to date.

9. This Mutual Release of All Claims and Settlement Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital. This Agreement may be amended only by a written instrument executed by Plaintiff and CSI. The parties hereto have carefully read and understand the contents of this Mutual Release of All Claims and Settlement Agreement and sign the same of their own free will, and it is the intention of the parties to be legally bound hereby. No other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically

incorporated herein shall be deemed to in any way exist or bind any of the parties hereto.

10. Plaintiff agrees that he will not assist or advise anyone, including individuals, partnerships, associations, corporations, or governmental agencies contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 1 of this Agreement.

11. The parties to this Agreement acknowledge the following:

A. That all parties enter into this Agreement freely, voluntarily, knowingly and willingly, without any threats, intimidation or pressure of any kind whatsoever and voluntarily execute this Agreement of their own free will;

B. That all parties have conducted sufficient deliberation and investigation, either personally or through other sources of their own choosing, and have obtained advice of counsel regarding the terms and conditions set forth herein, so that they may intelligently exercise their own judgment in deciding whether or not to execute this Agreement; and

C. That all parties have carefully read this Agreement and understand the contents thereof and that each reference in this Agreement to any party includes successors, assigns, principals, agents and employees thereof.

12. Each party shall bear its respective costs with respect to the negotiation and drafting of this Agreement and

all acts required by the terms hereof to be undertaken and performed by that party.

13. To the extent that this Agreement inures to the benefit of persons or entities not signatories hereto, this Agreement is hereby declared to be made for their respective benefits and uses.

14. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

15. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

16. In the event any provision hereof be unenforceable, such provision shall not affect the enforceability of any other provision hereof.

17. All references to the plural shall include the singular and all references to the singular shall include the plural. All references to gender shall include both the masculine and feminine.

18. (A) Each party warrants that they have received independent legal advice from their attorneys with respect to the advisability of making the settlement provided for herein and in executing this Agreement.

(B) The parties hereto (including any officer, agent, employee, representative or attorney of or for any party) acknowledge that they have not made any statement,

representation or promise to the other party regarding any fact material to this Agreement except as expressly set forth herein. Furthermore, except as expressly stated in this Agreement, the parties in executing this Agreement do not rely upon any statement, representation or promise by the other party (or of any officer, agent, employee, representative or attorney for the other party).

(C) The persons signing this Agreement have the full right and authority to enter into this Agreement on behalf of the parties for whom they are signing.

(D) The parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement. Nothing herein shall be construed to prevent any party hereto or his respective attorney from stating that this civil action has been settled in its entirety.

(E) The parties further agree to forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this Agreement.

19. Plaintiff has been fully advised by his counsel as to the contents of this document and each provision hereof. Plaintiff hereby authorizes and directs his counsel to dismiss with prejudice his claims now pending in the action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153.

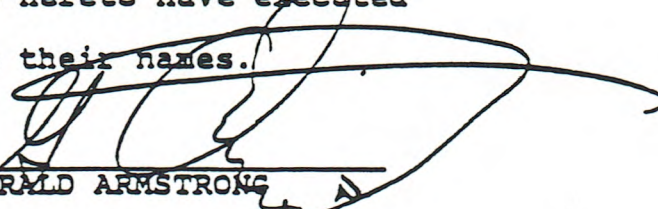
20. Notwithstanding the dismissal of the lawsuit pursuant to Paragraph 4 of this Agreement, the parties hereto agree that the Los Angeles Superior Court shall retain

jurisdiction to enforce the terms of this Agreement. This Agreement may be enforced by any legal or equitable remedy, including but not limited to injunctive relief or declaratory judgment where appropriate. In the event any party to this Agreement institutes any action to preserve, to protect or to enforce any right or benefit created hereunder, the prevailing party in any such action shall be entitled to the costs of suit and reasonable attorney's fees.

21. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date opposite their names.

Dated: December 6, 1986



GERALD ARMSTRONG


Witness

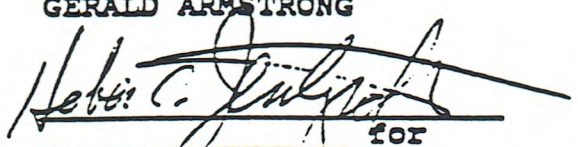

Witness

Dated: 12/6/86

APPROVED AS TO FORM AND
CONTENT:


MICHAEL J. FLYNN
Attorney for
GERALD ARMSTRONG

Dated: December 11, 1986


for
CHURCH OF SCIENTOLOGY
INTERNATIONAL

APPENDIX A

1. As used herein, the term "document" or "documents" include but are not limited to all originals, file copies and copies not identical to the original, no matter how prepared, of all writings, papers, notes, records, books and other tangible things including, by way of example and not of limitation, the following:

a. Memoranda, notes, calendars, appointment books, shorthand or stenographer's notebooks, correspondence, letters and telegrams, whether received, sent, filed or maintained internally;

b. Drafts and notes, whether typed, penciled or otherwise, whether or not used;

c. Minutes, reports and summaries of meetings;

d. Contracts, agreements, understandings, commitments, proposals and other business dealings;

e. Recordings, transcriptions and memoranda or notes made of any telephone or face-to-face oral conversations between or among persons;

f. Dictated tapes or other sound recordings;

g. Computer printouts or reports and the applicable program or programs therefor;

h. Tapes, cards or any other means by which data are stored or preserved electrically, electronically, magnetically or mechanically, and the applicable program or program therefor (from which plaintiff may reproduce or cause to be reproduced such data in written form);

i. Pictures, drawings, photographs, charts or other graphic representations;

j. Checks, bills, notes, receipts, or other evidence of payment;

k. Ledgers, journals, financial statements, accounting records, operating statements, balance sheets and statements of account.

1 Andrew H. Wilson
2 WILSON, RYAN & CAMPILONGO
3 235 Montgomery Street
4 Suite 450
5 San Francisco, California 94104
6 (415) 391-3900

7 Laurie J. Bartilson
8 BOWLES & MOXON
9 6255 Sunset Boulevard
10 Suite 2000
11 Hollywood, California 90028
12 (213) 661-4030

13 Attorneys for Plaintiff
14 CHURCH OF SCIENTOLOGY INTERNATIONAL

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 FOR THE COUNTY OF MARIN

17 CHURCH OF SCIENTOLOGY)	Case No. 152229
18 INTERNATIONAL, a California)	
19 not-for-profit religious)	
20 corporation;)	DECLARATION OF
21)	LAWRENCE E. HELLER
22 Plaintiff,)	
23)	
24 vs.)	
25)	
26 GERALD ARMSTRONG; DOES 1)	
27 through 25, inclusive,)	
28)	
Defendants.)	

1 I, LAWRENCE E. HELLER, hereby declare:

2 1. I am an attorney at law duly licensed to practice
3 before all of the courts of the State of California and am
4 a partner in the law firm of Turner, Gerstenfeld, Wilk &
5 Tigerman. I have personal knowledge of the matters set forth
6 below, and if called upon to do so, could and would competently
7 testify thereto.

8 2. In 1986 I assisted various Churches of Scientology to
9 achieve the settlement of a series of lawsuits with attorney

1 Michael J. Flynn and a several other attorneys around the
2 country, who represented a number of plaintiffs and witnesses
3 against those Churches of Scientology. Gerald Armstrong was one
4 of these plaintiffs.

5 3. To finalize this settlement with Armstrong, I met with
6 Mr. Armstrong and his attorney, Michael Flynn, in Los Angeles
7 on December 6, 1986. I was present when Mr. Armstrong, in the
8 presence of his attorney signed the Settlement Agreement with
9 the Church of Scientology International. This meeting and
10 signing was video taped.

11 4. Attached as Exhibit A to this Declaration is a copy of
12 the video tape made at that meeting. I have reviewed this tape
13 and state that it accurately depicts all of the events of that
14 meeting.

15 5. Attached as Exbit B is a copy of the transcript of that
16 video tape. I have reviewed this transcript against the video,
17 itself, and state that it is an accurate transcription of the
18 video.

19 I declare under penalty of perjury that the foregoing is
20 true and correct. Executed this 2nd day of March, 1992, at
21 Los Angeles, California.

22 

23

Lawrence E. Heller

**TRANSCRIPT OF GERALD ARMSTRONG VIDEO RECORDING OF
SETTLEMENT AGREEMENT SIGNING**

Appearances: December 6, 1986

LH: Larry Heller

GA: Gerald Armstrong

MF: Michael Flynn

JR: Jo Ann Richardson (Notary)

MS: Michael Sutter (Witness)

BEGINNING OF TAPE

LH This is fine, that covers everything and um, we're alright.

MF How many you got there?

LH Well I got the two affidavits for, then I got these here which, um, we don't have to sign these on video tape - we can do it if you like...

MF It makes no difference to me.

LH It's all the same to me too...

LH OK. It's now 9:04, ah, pm on December 6 1986 and to my left is Gerald Armstrong and next to him Michael J. Flynn. Um, Mr. Armstrong, I understand Mr. Flynn is your attorney here representing you today, is that correct?

GA Right.

LH OK. Ah, Mr. Armstrong I'm going to ask you to sign three documents, ah, a mutual release of all claims and settlement agreement, and two separate affidavits. Prior to doing so however, I would like to ask you some questions with regard to those documents, um-hum, excuse me, which I would like you to answer freely and honestly if you would. Ah, first of all have you had a chance to, ah, completely and comprehensively review and read these documents?

GA Yeah.

LH OK. Have you had a chance to discuss these documents with your attorney, Mr. Flynn?

GA Yes.

LH Has Mr. Flynn explained these documents as well the legal and factual ramifications to you, legal and practical ramifications to you to your satisfaction?

GA Uh, I think so, yes.

LH OK. Well do you have any question of that whatsoever?

GA No, I have no current questions about it.

LH OK, very good. You are going to sign these of your own free will?

GA Yes.

LH OK. You are not suffering from any duress or coercion which is compelling you to sign these documents?

GA No.

LH Alright, you are not presently under the influence of alcohol or any medication, prescription or otherwise, which would impede your ability to comprehend the um, legal and factual intent of these documents?

GA No.

LH Um, you may have noticed in reviewing the settlement agreement that, ah, you are part of a what we have generically described as a universal settlement, ah, what I mean by that is and you probably know that independently as well, as you're smiling. What I mean by that...

GA ... no, just that, that's the same as a global settlement, right?

LH It's the same thing. Exactly.

GA Got it.

LH I said generically described so far, universal, global, all encompassing - whatever you like, but the intent of it is that, um, you are one of many claimants uh, who uh, contend that they have claims against the Church of Scientology as well as related and unrelated entities and individuals. Some of those claimants have litigation such as you do pending against the Church of Scientology, some of them don't.

Uh, as you also may or may not know, uh, one lump sum payment is being made to Mr. Flynn. Um, Mr. Flynn is then

going to be distributing from that lump sum certain sums to some or all of these claimants...

MF After I go to Rio.

LH After he goes to Rio, exactly. Neither I nor my clients know what the nature or amount that that distribution is um, and we don't want to know. Uh, what's important to us is that you realize that it's a universal/global settlement; that you realize that you are getting paid a certain amount out of that settlement, if you in fact are, and I'm making the assumption you are, but that, uh, and also that you tell me while we're now on video tape that you are happy and satisfied with the amount that Mr. Flynn has promised to pay you.

(phone rings and is answered)

GA Yes.

LH OK, now, other than any representations which Mr. Flynn has made to you in order to uh, get you to sign this uh, have any other representations been made by either myself or my clients or anything else which has compelled you to sign these documents?

Now, what I'm saying to you is there are obviously representations in the documents...

GA Correct.

LH Mr. Flynn has spoken with you - he has said you will get this and that for the, uh, whether money or other consideration for the signing of these documents...

GA Right.

LH OK, now I want to make sure that were there any other representations made to you of anything you would get in consideration for the signing of these documents.

GA Not in terms of what I would get: no.

LH OK. Along those same lines - As I said this is a universal settlement - ah, accordingly, ah, it is possible that some of the other parties may not settle for some reason, and I want you to be aware of the fact that if in fact one of those other, one or more of those other parties do not settle, this settlement falls through. You're aware of that?

GA OK.

LH OK, and you're also aware of the fact however that we are putting these in what is in effect an escrow account - these documents and this video tape - an escrow, um, sort of holding place, uh, so that all of these documents in the video tape will be destroyed if the, uh, settlement does not go through. And you're aware of all that? ...OK?

GA Um-hum.

LH OK, uh, with that then why don't we take a picture of the mutual release of all claims and settlement agreement and then I'll ask you to sign it.

...zoom to document...

LH OK, now what I'm going to ask you to do is please is to initial each of the bottom of each of these pages, I'll turn the page for you and then you'll sign it, I think in two different places if you would.

...GA initials the document...

MF Oh you've got a signature there, Lar.

LH Oh, I'm sorry...that's right...right up here.

...GA continues to initial and sign the document...

LH OK and if you'd date and sign there please.

...GA signs the document...

MF You didn't want to eat dinner with any of those people anyway.

LH No, what did I want to go out to dinner for. Is that crazy? OK, let's see, if you give it to Mr. Flynn, he'll sign it ... and you'll take two separate pictures of these Ted.

...zoom into document...

MF Little art work?

GA I think it...I think we have to, seeing as that's how the checks are.

LH OK and I've just taken a picture of this affidavit and asked that you initial at the bottom of the pages and then sign it once you get your pen back.

...GA signs document...

MF (Laughs)

LH OK, and here is the second affidavit...

...zoom into document...

LH OK.

...GA signs document...

MF How do you do that so quickly? That's awesome.

LH Um... OK, do you have any sort of identification on you so we can give it to the notary?

GA Sure.

LH So she can notarize your documents.

GA We haven't met before, have we?

JR No.

LH Why don't I have you sign...

LH Uh, I don't think we need to take a picture of this, this is the stipulated sealing order but you know what, all of these are for Bruce Bunch's signature I think...

MF Oh, are they...

LH Because...

MF Should we get Bruce down here at some point?

LH Well...

MF Bruce is in trial I think...

GA Yeah, he is.

MF Yeah, whatever, we can get Bruce back down here. He's in the middle of a trial...

LH I think I'd want either Bruce or Julia's signature on this.

MF Julia would probably be easier...

LH Yeah...

MF Cause Bruce is in the middle of a trial.

LH Well we can arrange for that, that shouldn't be a problem...

MF Well she's coming Monday to do hers...right?

LH Exactly, um, ok, I noticed by the way, in this stipulation for return of sealed materials, it also has Mr. Armstrong's signature and your signature on it so...Let's take a picture of that.

...zoom into document...

LH And have you had a chance to read this yet Mr. Armstrong?

GA Yeah.

LH OK...alright... would you date and sign that please.

GA I keep thinking it's '85.

LH It's a good way...certainly...not to confuse your signature...

GA No.

LH ...Because Mr. Armstrong is, um, putting a face on his signature.

GA Makes it valuable.

LH Exactly.

MF It's awesome...as opposed to my ugly scrawl.

LH You probably have the same artistic talent that I have, which is...

MF Mine is zero.

LH Zero to none. OK, and I think that's it. Thank you Ted. Oh OK, or do you have any questions?

GA No, no

MF Those are orders...

LH These are orders which will be signed by the attorneys which will relate to sealing the files so that no one can get into them as well dismissing your actions. Those will be signed when the entire settlement is finished, um, and then given to the court for Judge Breckenridge's signature.

GA OK...

LH OK.

MF We should put how many docs we got...

GA Do you need duplicate sets signed? Or is that...

MF No, no there's only one...

LH No.

...counting documents...

MF 1-2-3-4 here.

LH OK, I've got two here which is six and then there's two affidavits which is eight.

LH OK, and if you got a drivers license or...

GA Right here.

JR He gave it to me...

LH Already got it?

GA Yeah.

JR You need to put your signature there and your address there please.

LH So you had a good time today?

MF Oh yeah, we had an excellent time, it was very pleasant and we had a nice plane ride up - nice plane ride back...

LH Well Michael's good company.

MF Nice visit with ah...yeah, Mike's very good company... nice, pleasant...

LH I've flown with him once or twice myself.

MF Yeah.

LH The trouble with me, he ususally sleeps. I'm not sure why that is.

MF No, we didn't sleep, (laughs).

MF Witnesses, we need witnesses with some of these docs.

LH Uh, no I think there was a one...that's right.

MF ...several are needed...

LH ...well, just, no only...

MF ...just the release.

LH Only the ah, mutual release...did I see a witness signature there? And there were... you know let's get Ted back - As a matter of fact Ted, why don't you roll this again because we're going to have witnesses sign. Thanks for reminding me.

MS Should Ted be a witness?

LH Oh, you two were witnesses so far... OK, we're back on the camera - 9:15 - and I neglected to get witnesses signatures on the uh, mutual release of all claims and settlement agreement so why don't I do that right now.

...Witnesses sign...

MS Just the one?

LH Okee-dokee, yup, and those are affidavits. Will you stamp them? Thanks Ted. Allright, so...we want to put up all this down in the vault...

MF This all goes together.

LH ...and you've marked that stuff for Michael Hertzberg.

MF Yeah. All marked.

END OF TAPE

1 LEWIS, D'AMATO, BRISBOIS & BISGAARD
2 DAVID B. PARKER
3 GRAHAM E. BERRY
4 JAYESH PATEL
5 221 North Figueroa Street, Suite 1200
6 Los Angeles, California 90012
7 (213) 250-1800

8 JOSEPH A. YANNY, ESQ.
9 1925 Century Park East
10 Suite 1260
11 Los Angeles, California 90067
12 (213) 551-2966

13 Attorneys for Amicus Curiae Joseph A. Yanny, an individual
14 and Joseph A. Yanny, a professional Law Corporation.

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 FOR THE COUNTY OF LOS ANGELES

17 CHURCH OF SCIENTOLOGY
18 INTERNATIONAL, A California
19 not-for-profit religious
20 corporation,

21 Plaintiff,

22 vs.

23 GERALD ARMSTRONG and DOES 1
24 through 25 inclusive,

25 Defendants.

) No. BC 052 395

)
) DECLARATION OF GRAHAM E. BERRY
) TO ALL EVIDENCE IN SUPPORT OF
) AMENDED AMICUS CURIAE BRIEF IN
) OPPOSITION TO PLAINTIFFS' ORDER
) TO SHOW CAUSE RE PRELIMINARY
) INJUNCTION AND SUPPORTING
) EXHIBITS

)
) Date: May 14, 1992
) Time: 8:30 a.m.
) Dept.: 86

) [Filed concurrently with Joseph
) A. Yanny's Amended Amicus
) Curiae Brief]

26 I, Graham E. Berry, declare:

27 1. I am an attorney duly licensed to practice before
28 the courts in the state of California and I am a member of the law
firm of Lewis, D'Amato, Brisbois & Bisgaard, attorneys of record
for amicus curiae Joseph A. Yanny, Esq. in this action.

2. I have personal knowledge of the facts contained in
this declaration and could and would competently testify to those

1 facts if called upon to do so. As to those matters which are
2 stated to be upon information and belief, I believe them to be
3 true.

4 3. This declaration is offered in support of Joseph A.
5 Yanny's amicus curiae brief in opposition to plaintiffs' order to
6 show cause re preliminary injunction.

7 4. Attached hereto as Exhibit A is a copy of a document
8 entitled mutual release of all claims and settlement agreement
9 dated 12-6-86. ("The Armstrong Settlement Agreement.")

10 5. Attached hereto as Exhibit B is a copy of a document
11 entitled settlement agreement and bearing various dates in and
12 around December 6, 1986.

13 6. Attached hereto as Exhibit C is a copy of an order
14 dismissing action with prejudice dated December 11, 1986.

15 7. Attached hereto as Exhibit D is a copy of a minute
16 order entered December 12, 1986.

17 8. Attached hereto as Exhibit E is a copy of reporters
18 transcript of proceedings, December 11, 1986.

19 9. Attached hereto as Exhibit F is a copy of Reporters
20 transcript of hearing dated August 6, 1991 in Religious Technology
21 Center et al v. Joseph A. Yanny, et al. ("The Yanny II-Injunction
22 Hearing").

23 10. Attached hereto as Exhibit G is a copy of a
24 memorandum of intended decision and accompanying minute order
25 dated June 22, 1984. ("The Breckenridge Decision in Armstrong
26 I").

27 11. Attached hereto as Exhibit H is a copy of the
28 complaint in Vicki Aznaran and Richard Aznaran v. Church of

1 Scientology et al. ("The Aznaran Complaint").

2 12. Attached hereto as Exhibit I is a copy of a
3 verified complaint in Religious Technology Center et al. v. Joseph
4 A. Yanny, ("The Yanny II Complaint").

5 13. Attached hereto as Exhibit J is a copy of the
6 verified first amended answer in Religious Technology Center et al
7 v. Joseph A. Yanny et al. ("The Yanny II Answer")

8 14. Attached hereto as Exhibit K is a copy of Reporters
9 Transcript of Proceedings, December 23, 1991. ("The Geernaert
10 Decision in Armstrong I")

11 15. Attached hereto as Exhibit L is a copy of a letter
12 and enclosure dated March 13, 1992 from Graham E. Berry of Lewis,
13 D'Amato, Brisbois & Bisgaard to Laurie J. Bartilson of Bowles &
14 Moxon requesting plaintiffs to release Gerald Armstrong from the
15 provisions of the Armstrong Settlement Agreement with regard to
16 Joseph A. Yanny.

17 16. Attached hereto as Exhibit "M" is a copy of a letter
18 from Gerald Armstrong to Eric Lieberman a Scientology attorney
19 dated August 21, 1991 complaining of harassment, surveillance and
20 terrorism.

21 17. Attached hereto as Exhibit N is a copy of reporters
22 transcript of proceedings dated March 3, 1992. ("The Dufficy
23 Decision").

24 18. Attached hereto as Exhibit O is a copy of a meet
25 and confer statement in Religious Technology Center et al v.
26 Joseph A. Yanny ("Yanny II") which explains the Yanny II
27 litigation and underlying facts.

28 //

1
2
3 19. Attached hereto as Exhibit P is a copy of a
4 Declaration of Gerald Armstrong Dated March 16, 1992.

5 20. Attached hereto as Exhibit Q are deposition
6 excer2pts from the Deposition of Gerald Armstrong taken on
7 Tuesday, March 17, 1992.

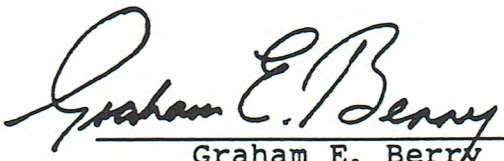
8 21. Attached hereto as Exhibit R are deposition
9 excerpts from the Deposition of Gerald Armstrong taken on April
10 7, 1992.

11 22. Attached hereto as Exhibit S is a copy of L. Ron
12 Hubbard's Technique 88 "Control and Lying".

13 23. Attached hereto as Exhibit T is a copy of
14 "Suppressive Person Declare Gerry Armstrong."

15 I declare under penalty of perjury under the laws of
16 the State of California that the foregoing is true and correct.

17 Executed this 7th day of May, 1992 at Los Angeles,
18 California.

19 
20 _____
21 Graham E. Berry
22
23
24
25
26
27
28

SETTLEMENT AGREEMENT

Work
Copy

A. PRIOR SETTLEMENTS:

Settlement agreements made prior to November 1, 1986 and prior to the collective settlement stated below:

<u>Client</u>	<u>Amount</u>	<u>Fee and Expenses</u>
(1) Bears	\$115,000.00	To be determined with local counsel
(2) Garritys	\$175,000.00	To be determined with local counsel
(3) Petersons	\$175,000.00	To be determined with local counsel
(4) Jefferson	\$150,000.00	To be determined with local counsel
(5) Lockwood	\$150,000.00	To be determined with local counsel
(6) Hartwell	\$150,000.00	To be determined with local counsel
	<u>\$915,000.00</u>	To be determined with local counsel

B. INDEPENDENT SETTLEMENT:

The Christofferson-Titchborne settlement was made separate from the collective settlement. It was agreed to between attorney Gary McMurray, his client, Julie Christofferson-Titchborne and the Church of Scientology.

<u>Client</u>	<u>Amount</u>	<u>Fee and Expenses</u>
Christofferson-Titchborne	\$100,000.00	To be determined by attorney McMurray and client. None of the attorneys representing other clients in the collective settlement represent or have represented Christofferson-Titchborne.

C. COLLECTIVE SETTLEMENT:

The following cases/clients are part of a collective settlement made on December 11, 1986. The undersigned acknowledge that the settlement set forth above in Paragraphs A and B were made as separate settlements, meaning that the cases/clients listed in Paragraphs A and B agreed to the amounts stated therein prior to the collective settlement as in Paragraph A, and independent from the collective settlement as in Paragraph B. The total amount of the collective settlement is \$2,800,000.00. The total amount of the collective settlement and the prior independent settlements in Paragraphs A and B is \$3,815,000.00. The collective settlement allocation is as follows:

<u>Client</u>	<u>Amount</u>	<u>Fee and Expenses</u>
(1) Nancy Dincalci	\$ 7,500.00	None
(2) Kim Douglas	\$ 7,500.00	None
(3) " " "	" " "	" " "
(4) " " "	" " "	" " "

-2-

(3)	Robert Dardano	\$ 15,000.00	None
(4)	Warren Friske	\$ 15,000.00	None
(5)	William Franks	\$ 40,000.00	None
(6)	Laurel Sullivan	\$ 40,000.00	None
(7)	Edward Walters	\$100,000.00	To be determined between client and attorneys
(8)	Howard Schomer	\$200,000.00	To be determined between attorney Bunch and client
(9)	Martin Samuels	\$500,000.00	To be determined between attorney McMurray and client
(10)	Gerald Armstrong v. Church of Scientology	\$800,000.00	To be determined between attorney Bunch and client
(11)	Fees and expenses to attorneys Contos & Bunch, Robert Kilbourne, Michael Flynn, and associated counsel for the prosecution and defense of various cases including the "Hubbard documents" case, the "check- frame up" case and the defense of approximately 17 lawsuits against attorney Flynn and his clients.	\$500,000.00	To be determined between attorneys Contos & Bunch, Michael Flynn, Robert Kilbourne, and associated counsel
(12)	Flynn v. Ingram (No. _____) Flynn v. Hubbard (No. _____)	\$575,000.00 -0-	To be determined between attorney Flynn and his counsel
		\$2,800,000.00	

We, the undersigned, agree and acknowledge that

- (1) we have read the foregoing Settlement Agreement;
- (2) that we agree with the total settlement amount and the allocations to the respective cases/clients as set forth therein;
- (3) that we have either consulted, been advised to consult, or have had the opportunity to consult with attorneys other than Michael J. Flynn who, we acknowledge is also a claimant against the Church of Scientology and L. Ron Hubbard;
- (4) that we agree to maintain the confidentiality of this Settlement Agreement;
- (5) that we acknowledge that many of the cases/clients involved in this settlement have been in litigation against the Church of Scientology for more than six to seven years, that many have been subjected to intense, and prolonged harassment by the Church of Scientology throughout the litigation, and that the value of the respective claims stated therein is measured in part by the (a) length and degree of harassment; (b) length and degree of involvement in the litigation; (c) the individual nature of each respective claim in connection with either their involvement with the Church of Scientology as a member and/or as a litigant; (d) the unique value of each case/client based on a variety of things including, but not limited to, the current procedural posture of a case, specific facts unique to each case, and financial, emotional or consequential damage in each case; that we agree and

acknowledge that Michael J. Flynn has primarily been responsible for bearing the cost of the litigation over a period of approximately seven years, that he or his firm's members have been required to defend approximately 17 lawsuits and/or civil/criminal contempt actions instituted by the Church of Scientology against him, his associates and clients, that he and his family have been subjected to intense and prolonged harassment, and that his claims against the Church of Scientology and L. Ron Hubbard, and his participation as an attorney have a unique value which is accurately and properly reflected in the allocations set forth herein.

Nancy Dincalci
NANCY DINCALCI

DATE: Dec 5, 1986

Kima Douglas
KIMA DOUGLAS

DATE: Dec 5 - 1986

Robert Dardano
ROBERT DARDANO

DATE: Dec - 20 - 1986

Warren Friske
WARREN FRISKE

DATE: _____

Laurel Sullivan
LAUREL SULLIVAN

DATE: Dec 7, 1986

Julie Christofferson
JULIE CHRISTOFFERSON

DATE: Dec 6, 1986

Paul Garrison

WILLIAM FRANKS

Edward Walters

EDWARD WALTERS

Howard Schoner

HOWARD SCHONER

Martin Samuels

MARTIN SAMUELS

Gerald Armstrong

GERALD ARMSTRONG

MICHAEL J. FLYNN

CONTOS & BUNCH
A PROFESSIONAL CORPORATION

BV: [Signature]

BRUCE M. BUNCH JULIA PRASAD

Gary Mc Murray

GARY MC MURRAY

ROBERT KILGOURNE

JANE PETERSON
3:3:17

Richard Peterson

...

DATE: _____

DATE: ...

DATE: December 7th 1986

DATE: 12-5-86

DATE: Dec. 4, 1986

DATE: 12-6-86

DATE: _____

DATE: 12-10-86

DATE: December 6, 1986

DATE: _____

DATE: _____

DATE: _____

DATE: 12/1/86 EXHIBIT H



IJ photo/Frankie Frost

CASH CRITIC: Gerald Armstrong of San Anselmo reflects on how the world would be a better place without money

Is money the root of problems?

Critic of cash, credit urges monetary abolition

By Richard Polito

Independent Journal reporter

Gerald Armstrong has an idea for dealing with the national debt — write it off. Forget it. It doesn't exist.

It's that easy.

The novel prescription for fixing the fiscal fiasco is only part of Armstrong's larger message that money should be abolished. No more pay checks, no more loan payments, no more taxes, and forget that \$20 you owed your brother-in-law.

Bank presidents would clean up litter. Donald Trump could get a real job. The Financial District would be a ghost town with marble lobbies — and lots of parking.

And it all starts today.

In a rare moment of realism, Armstrong admits today's deadline "is probably not going to be achieved."

Renouncing cash, credit

Armstrong, self-proclaimed founder of the Organization of United Renunciants, set the date for people who have taken his "pledge of renunciation" to stop using money. Fellow renunciants will renounce all cash and credit, stop taking money, stop paying with money, forgive all their debts and stop keeping financial records.

The critic of credit has already put his money where his doubts are. He gave it all away. And it was more than pocket change.

Armstrong won an \$800,000 settlement in a harassment suit against the Church of Scientology six years ago. Once a member of the inner circle, he is now a vocal critic.

Armstrong doesn't expect everyone to buy in from the start, just "somewhere between 1 and 11 percent."

He's a tad short. Armstrong can count only a handful of friends as converts, but he is trying to get the word out. Detailed proposals have gone out to Bill Clinton, Ross Perot and Pete Wilson (no one has tapped him for an economic advisory post just yet.) He has also written to the New York Times and other mega-media.

Ted Koppel has not called.

Money considered valueless

Armstrong is not discouraged.

The monetary messiah insists there is much about daily life that will not change. People will still go to work, shop at the market and pick out a new car every few years. They just wouldn't exchange any money along the way.

Money, in Armstrong's eyes, has no value and the existence of money has created entire industries that do nothing more than transfer mythical essences of value from one account to another.

In Armstrong's cashless Utopia, there would be total employment because people could do jobs they wanted to do and companies could employ more workers because they would not have to pay them. Farmers would still farm. Autoworkers would still make cars. Sewer workers would still shovel sludge.

And Disneyland would no longer charge admission.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

--oOo--

CHURCH OF SCIENTOLOGY INTERNATIONAL,
a California not-for-profit religious
corporation,

**CERTIFIED
COPY**

Plaintiff,

vs.

No. BC 052395

GERALD ARMSTRONG; DOES 1 through 25,
inclusive,

Defendants.

DEPOSITION OF
GERALD ARMSTRONG

Wednesday, July 22, 1992

Volume II, Pages 179 - 293

REPORTED BY: KATHERINE NG, CSR NO. 6350

1 Q. Just so I understand, because I'm not as
2 familiar as you are, can you tell me what the Azneran
3 case is?

4 A. It's the case of Richard and Vicky Azneran
5 versus a number of Scientology entities filed in U.S.
6 District Court in L.A.

7 Q. What is your understanding of what Richard and
8 Vicky Azneran are alleging in that case?

9 MR. GREENE: At this point, since Gerry has
10 worked as a paralegal on this case in my office, I would
11 request, Andy, that if you would phrase the question in
12 terms of at the time that he signed this declaration,
13 which was prior to the point when he worked for me;
14 otherwise, it could constitute some kind of waiver. That
15 way you could probably get what you want.

16 (Telephonic interruption.)

17 THE WITNESS: Okay. So my understanding
18 certainly at that point was that the Aznerans who had
19 been involved quite high level in the organization had
20 sued the organization for the wasted years and the abuse
21 of the organization. So it was those sorts of claims.

22 MR. WILSON: Q. Did you get that understanding
23 from talking to the Aznerans?

24 A. I believe I got that understanding by that time
25 from a number of sources.

Eric M. Lieberman, Esq.
Rabinowitz, Boudin, Standard,
Krinsky & Lieberman, P.C.
740 Broadway, Fifth Floor
New York, NY 10003-9518

August 21, 1991

Dear Mr. Lieberman:

Organization operatives filmed me yesterday at least in the following situations:

1. Talking to an employee of attorney Ford Greene, in the doorway to Mr. Greene's office, at 711 Sir Francis Drake in San Anselmo, California.

2. Walking outside Mr. Greene's office.

3. Pulling on a T-shirt outside Mr. Greene's office.

4. Running outside Mr. Green's office.

Whilst I was on foot I was also pursued by one of the operatives driving a white Cadillac.

The driver of the Cadillac was later confronted by Mr. Greene who also recorded the licence number of Cadillac and the other vehicle being used by the operatives.

I doubt that you find it hard to believe that I consider the organization's operation has as its major target in the eval known but to two or maybe three or even four the assassination of Gerry Armstrong.

I am not unmindful of your use of the earlier videotape event in your Petition For Rehearing filed in the Armstrong appeal (n. 1, p. 6, second edition; n. 2, p.5, first edition).

There was no reason to videotape me as proof that I was associating with Ford Greene. I had spoken the day before to two of your fellow org lawyers, Laurie Bartilson and Bill Drescher, and two men from SO legal liaison staff, Howard Gutfeld and August Murphy, and from none of whom had I withheld the fact that I was helping Mr. Greene. None of them were not aware that I was speaking to them from Mr. Greene's office because all of them except for Mr. Murphy called Mr. Greene's office and I had spoken to

them when I answered Mr. Greene's telephone to take messages for him while he was out of his office. Mr. Murphy spent some time in Mr. Greene's office and we spoke for a few minutes. I am quite certain he left with the impression that I was helping Mr. Greene, and specifically in the Aznaran case since, in addition to my saying so, he did observe me carrying into Mr. Greene's office two boxes containing the mega-copies of the two Oppositions to Summary Judgment Motions (Statute of Limitations and First Amendment) and related documents, and did hear me lament that his organization had cost Mr. Greene that very day over seven hundred dollars in copying costs.

I did note the sophrosynial shift in the two writers of the second edition of the Petition For Rehearing. I imagine the organization's idea of having Marty talk to me is not in the works.

I'm sure you understand why I do help those who need it, and why people who litigate with the organization need it. And I'm sure you know how utterly unbiased I am in that all I oppose are antisocial policies and activities. In that Scientology denies that any of its policies or activities are antisocial I am not opposed in any way to what Scientology says it is and says it does. I am only opposed to antisocial policies and practices.

It is really a matter of logistics. Your organization scares people. It scares me. There are therefore few people willing to do what needs to be done regarding the organization. I am simply willing to do what I can no matter how scary it is. If there were not so many people afraid of your organization I wouldn't need to do what I can to help.

As you know, the organization has at times terrorized me, it has a policy of revenge, its present owners have a personal hatred for me, and it has acted with its fair game doctrine directing its attitude and acts toward me since and in violation of the settlement. Obviously, then, it is in every way reasonable for me to associate with and help those who have the courage to oppose the organizational beast.

Then there's the religious argument. And its legal corollary: if antisocial acts are religious, then so must be any opposition to antisocial acts.

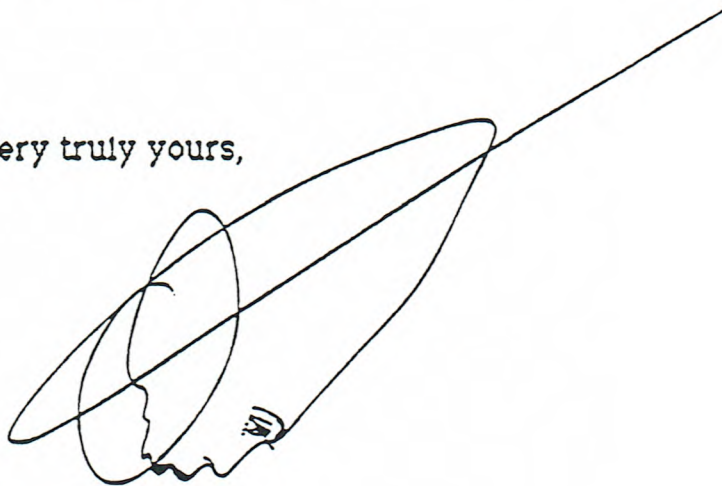
Then there's the matter of theology.

All of which brings me to the matter at hand. You know about compartmentalization, PIs, cutouts, lies and paranoia. There probably are things which can be done to bring the organization's self-destructive

insitutionalized hatred to a peaceful conclusion. Although you exhibit in your most recent descriptions of me and in your willingness to go beyond mere factual twists, a new and greater animus, I still have an idea that you can do something.

I trust you'll reply.

Very truly yours,

A handwritten signature in dark ink, appearing to be 'Gerry Armstrong', written over a long, sweeping horizontal line that extends from the right side of the page towards the center.

Gerry Armstrong
(415)456-8450

HUB LAW OFFICES
Ford Greene, Esquire
California Bar No. 107601
711 Sir Francis Drake Boulevard
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

Attorney for Plaintiffs
VICKI J. AZNARAN and
RICHARD N. AZNARAN

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN and RICHARD N.
AZNARAN,

Plaintiffs,

vs.

CHURCH OF SCIENTOLOGY OF
CALIFORNIA, et al.,

Defendants.

No. CV-88-1786-JMI (Ex)

DECLARATION OF FORD GREENE
REGARDING ALLEGED "TAINT"
OF JOSEPH A. YANNY, ESQUIRE

Date: September 9, 1991
Time: Discretionary
Ct: Hon. James M. Ideman

AND RELATED COUNTER CLAIM

FORD GREENE declares:

1. I am an attorney licensed to practice law in the Courts
of the State of California, am admitted to the Bar of this Court,
and am the attorney of record for Vicki J. Aznaran and Richard N.
Aznaran, plaintiffs herein.

2. Defendants, and their counsel, have recently submitted an
increasingly shrill litany of degrading aspersions regarding the
nature of my alleged affiliation with defendants' former lawyer,
Joseph A. Yanny. The purpose of this declaration is respond

1 thereto in a general manner because a point by point refutation is
2 not worth the time, effort and trouble required to articulate.

3 3. The suggestion, much less the claim, that I am somehow
4 the puppet of Yanny is ludicrous. In short, my response to the
5 allegations of defendants regarding the Yanny taint and the extent
6 to which it has been alleged to be spread on me is as follows:
7 My writing in this case has thus far been stylistically and
8 substantially consistent. As the court will note from my
9 opposition to Scientology's initial summary judgment motion (with
10 the exception of the injudicious use of the term "Cult") in this
11 case to my most recent oppositions, I have a particular style of
12 legal expression that is my own. The content and approach thereof
13 is relatively consistent. The hand that so writes is mine, not Mr.
14 Yanny's.

15 4. I was responsible for articulating the theory which the
16 California Supreme Court in Molko v. Holy Spirit Association (1988)
17 46 Cal.3d 1096 found persuasive. That theory primarily deals with
18 the interrelationship between deceit and coercion as those
19 ingredients impact upon an individual's ability to reason and
20 capacity to exercise an informed consent to organizational
21 affiliation. I am convinced that "brainwashing" is the intentional
22 and deliberate application of specific and identifiable techniques
23 designed to undermine an individual's ability to reason and
24 severely impair his capacity to exercise an informed consent so as
25 to replace those volitional ingredients with an indiscriminate and
26 unconditional obedience to the commands of the leadership. I
27 understand the manner in which brainwashing attacks an individual's
28 sense of identity and achieves dominance of such individual. I am

1 convinced that a coercive, closed group or "cult" is a group of
2 people, often masquerading in the guise of a religion, the members
3 of which are unconditionally and indiscriminately obedient to the
4 commands of a single leader who claims to have a direct
5 relationship with God, or some greater-than-human source of
6 authority.

7 5. In varying ways, and from different points of reference,
8 my participation in the case at bar has involved the application,
9 within the confines of the law, of the specialized knowledge I
10 possess having to do the deceit and undue influence practiced by
11 the Scientology organization. I believe my analysis in this
12 regard, as it has been expressed in writing in this case, is
13 ascertainable and has been consistent during the pendency of the
14 case at bar. Joseph Yanny never has had anything to do with the
15 way I think and the manner in which I apply and/or express the
16 knowledge I possess.

17 6. I have met with John Koresko on a Saturday and Sunday in
18 early August. In assisting Mr. Yanny accomplish the transition of
19 the case back to my office, he delivered to me papers that had been
20 filed in this matter during the period that Yanny was attorney of
21 record (including papers, filed by defendants, which falsely stated
22 that I had been in a rehabilitation facility for substance abuse).
23 Mr. Koresko offered his assistance in helping me get up to speed.
24 I provided Mr. Koresko with copies of Scientology's table of
25 authorities extracted from each of its six pending motions and sent
26 him to the Marin County Law Library with instructions to make
27 photocopies of each of the cases that was not a California case (I
28 have a full-service California law library). I received no

HUB LAW OFFICES
FORD GREENE, ESQUIRE
711 8th FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94060-1940
(415) 258-0360

1 litigation instructions of any sort from Koresko, Yanny originated
2 or otherwise.

3 7. I am grateful for the on-going assistance that I have
4 received from Gerry Armstrong. While I have worked - at times
5 around the clock - he has assembled the products of my labors and
6 ensured that they were prepared for filing and service. I have
7 received no Yanny originated suggestions regarding how to litigate
8 against Scientology from Armstrong and the suggestion that he is
9 Yanny's shill and that I am the dupe of both is laughable.

10 8. I am informed and believe and allege thereon that
11 defendants have in the past, and will continue in the future, to
12 exploit their fallen relationship with their former attorney as a
13 manner of attempting to obfuscate the real issues in the case at
14 bar. It is more expedient for Scientology to cry wolf and attempt
15 to engender sympathy than to meet the issues head on and fight
16 clean.

17 9. During my participation in the instant litigation, my
18 office, my home, the home of girlfriend and her person have been
19 the subjects of repeated and on-going surveillance. In spring
20 1989, Scientology operatives rented an apartment unit across the
21 street from my office in order to maintain around-the-clock
22 surveillance of me, my clients and friends. During the last month
23 the street in front of my office and the parking lots across the
24 street have been crawling with Scientology investigators with their
25 cameras, video-cameras, binoculars, cellular telephones and yellow
26 legal pads. My neighbors have expressed fear to me regarding the
27 meaning of such activities. Scientology, through its chief
28 "investigator" Eugene Ingram, has managed to generate

1 investigations of me by the F.B.I., Los Angeles County District
2 Attorney's Office and State Bar for allegedly committing perjury in
3 what I am informed and believe has been an effort to obtain my
4 "disqualification" from representing the Aznarans, or subject me to
5 retribution for being so bold as to stand in opposition to the
6 Scientology organization. I am informed and believe that the
7 reason that Eric Lieberman telephoned me in February or March 1991
8 in order to seek a stipulated continuance of the April 9 trial date
9 in the case at bar was so that Ingram would have enough time to
10 generate a criminal prosecution against me. I am informed and
11 believe that no such prosecutions will be forthcoming. I am
12 informed and believe that in the spring of 1989 Scientology
13 operatives searched through my office garbage, in order to find the
14 names of cases, clients, and opposing counsel whom then were
15 contacted in an attempt to stir up trouble for me; I have been
16 contacted by such people who have reported such activities to me.

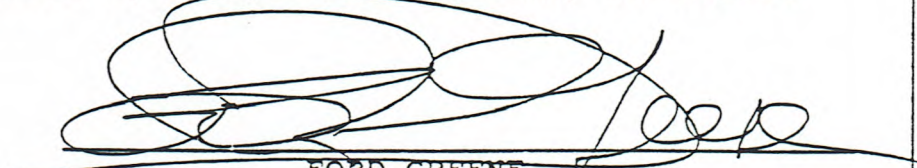
17 10. I am losing patience with the tactics of my adversaries.
18 I assure the court that the moral conviction required to endure
19 such extra-judicial harassment, and work around the clock
20 responding to the pounds of motions filed by Scientology, would
21 never exist were I another man's puppet.

22 11. I am my own man and do not consult with Joseph Yanny
23 concerning litigation strategies in this case.

24 Under penalty of perjury pursuant to the laws of the United
25 States I hereby declare that the foregoing is true and correct
26 according to my first-hand knowledge, except those matters stated
27 to be on information and belief, and as to those matters, I believe
28 them to be true.

HUB LAW OFFICES
FORD GREENE, ESQUIRE
711 SIX FRANCIS DIKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94060-1940
(415) 258-0360

Executed on September 4, 1991, at San Anselmo, California

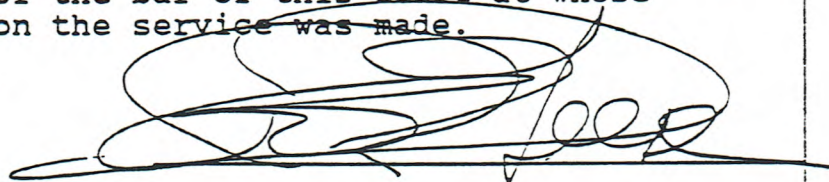

FORD GREENE

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents: DECLARATION OF FORD GREENE REGARDING ALLEGED "TAINT" OF JOSEPH A. YANNY, ESQUIRE on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California: SEE ATTACHED SERVICE LIST

<input checked="" type="checkbox"/>	(By Mail)	I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.
<input type="checkbox"/>	(Personal Service)	I caused such envelope to be delivered by hand to the offices of the addressee.
<input type="checkbox"/>	(State)	I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
<input checked="" type="checkbox"/>	(Federal)	I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

DATED: September 4, 1991



AZNARAN vs. SCIENTOLOGY

Service List

JOHN C. ELSTEAD
Clifton, Polson & Elstead
6140 Stoneridge Road
Suite 500
Pleasanton, California 94588

EARLE C. COOLEY
Cooley, Manion, Moore & Jones, P.C.
21 Custom House Street
Boston, Massachusetts 02110

ERIC LIEBERMAN
Rabinowitz, Boudin, Standard,
Krinsky & Lieberman, P.C.
740 Broadway at Astor Place
New York, New York 10003-9518

WILLIAM T. DRESCHER
23679 Calabasas Road, Suite 338
Calabasas, California 91302

MICHAEL L. HERTZBERG
740 Broadway at Astor Place
New York, New York 10003-9518

LAURIE J. BARTILSON
Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Hollywood, California 90028

JAMES H. BERRY, JR.
2049 Century Park East
Suite 2750
Los Angeles, California 90067

JOHN J. QUINN
Quinn, Kully & Morrow
520 South Grand Avenue
8th Floor
Los Angeles, California 90071

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

--oOo--

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

Plaintiff,

vs.

GERALD ARMSTRONG; DOES 1-25,
inclusive,

Defendants.

**CERTIFIED
COPY**

No. BC 052395

DEPOSITION OF

GERALD ARMSTRONG

Volume III

October 7, 1992

REPORTED BY: LARRY BOSTOW, CSR# 5941

1 Q. And all of the documents were returned,
2 then, at some later time even if they weren't returned
3 right then?

4 A. Right.

5 And just so we also understand about the use
6 of the word "returned," because they were not returned to
7 CSI because they never came from CSI.

8 Nevertheless, as long as we understand that,
9 as far as acceptability by your organization, CSI was the
10 designated recipient, and it was our understanding that
11 when we were delivering documents to whomever, that that
12 was honoring this clause of this affidavit.

13 Q. I understand.

14 Let's get the originals back to the court
15 reporter.

16 Then let's mark 11.

17 (Whereupon Plaintiff's
18 Exhibit 11 was marked.)

19 MS. BARTILSON: Q. So the court reporter
20 has handed you an 11-page document with an Aznaran case
21 caption, titled "Declaration of Gerald Armstrong in
22 Opposition of Motion to Exclude Expert Testimony," and
23 marked as Exhibit 11, and I would like you to take a look
24 at it, please.

25 A. Did you ever read "Fear"?

1 Q. No.

2 Mr. Armstrong, have you had an opportunity
3 to review the two-page declaration that is the beginning
4 of Exhibit 11?

5 A. Yes.

6 Q. Is that a declaration that you drafted, sir?

7 A. Yes.

8 Q. Did you also --

9 A. Hold on a minute.

10 MR. GREENE: Hold it.

11 Any responses having to do with any
12 communications that occurred in my office, between you
13 and me or otherwise, I'm instructing you not to answer.
14 You can authenticate this document, but as to its
15 preparation, do not answer the question.

16 MS. BARTILSON: I can't ask him if he
17 drafted this declaration?

18 MR. GREENE: You can ask him. I'm going to
19 instruct him not to answer.

20 MS. BARTILSON: Let me make my record real
21 quick here, then.

22 MR. GREENE: I'll just do it for you.

23 I will allow the witness to authenticate
24 this document, which he's already done.

25 MS. BARTILSON: Actually, he hasn't.

1 MR. GREENE: If he hasn't, fine, have him
2 authenticate it. Any questions about the document's
3 preparation, I'm going to instruct him not to answer.

4 MS. BARTILSON: Okay.

5 Q. Mr. Armstrong, is that your signature on
6 page 2 of the document?

7 A. Yes.

8 Q. And did you sign it on the 26th of August
9 1991, in San Anselmo, under penalty of perjury?

10 A. Yes.

11 Q. Looking at Exhibit 1 attached to the
12 declaration, do you recall how it came into your
13 possession?

14 MR. GREENE: Again, Mr. Armstrong, if, in
15 your response to the question, you would disclose any
16 communications or transactions which transpired between
17 you and me or within the activities in my office, I would
18 instruct you not to answer the question. If, on the
19 other hand, your response would not include a disclosure
20 of such information, you may.

21 THE WITNESS: Then I would not answer.

22 MS. BARTILSON: Q. Same question as to
23 Exhibit 2.

24 MR. GREENE: And same admonition and
25 instructions.

1 THE WITNESS: This one, I believe, I can
2 answer differently.

3 MS. BARTILSON: Q. And what's your answer?

4 A. This document was in a Scientology book, and
5 it -- I had a copy made, and it was originally filed in
6 the Armstrong I case as an exhibit to a document. Then
7 it was filed in the Court of Appeal as an exhibit, and it
8 is my belief that the number "382" indicates that it
9 comes from the document which was filed in the Court of
10 Appeal.

11 MR. GREENE: Just so the record is clear:
12 We're making a reference to a document entitled
13 "Technical Bulletin of 22 July 1956" from the Hubbard
14 Communications Office.

15 MS. BARTILSON: Yes. Which was marked as
16 Exhibit 2. That's how we identified it.

17 Q. Mr. Armstrong, you say this was attached as
18 an exhibit to something that was filed with the Court of
19 Appeal.

20 Do you recall who filed it with the Court of
21 Appeal?

22 A. I did.

23 Q. And when you filed it with the Court of
24 Appeal, it was something that you yourself had copied
25 from a book, is that correct? Or that you had copied

1 from an exhibit that was part of the Armstrong I trial
2 record?

3 A. That's correct, the latter.

4 Q. Okay. I just want to make sure I have the
5 transition correct.

6 A. It had been an exhibit in one of the
7 depositions taken in the Corydon case, and it was
8 provided to me at that time.

9 Q. And this was your deposition in the Corydon
10 case?

11 A. Correct.

12 Q. And who gave it to you at that time?

13 A. I do not recall if it came into my
14 possession at exactly that time or if it later came into
15 my possession as an exhibit to the deposition transcript.
16 But in any case, it ended up with that set of materials.

17 Q. So you obtained a copy of the deposition
18 transcript from the Corydon case?

19 A. Correct.

20 Q. And this was an exhibit?

21 A. Correct.

22 Q. I see.

23 Prior to that, had you had possession of
24 this document?

25 A. No. Although -- Let me correct that.

1 In that it is a public document and is
2 published by your organization, it was available in its
3 raw, original form, but the photocopy of that document, I
4 only obtained at that time.

5 Q. But did you have the other form of the
6 document within the book, or whatever, prior to that?

7 A. No. I didn't have a book.

8 Q. Mr. Armstrong, do you know if Exhibit 11 was
9 filed in the Aznaran case?

10 A. It is my belief that it was.

11 Q. Did you participate in any activity to
12 ensure that it would be filed in that case?

13 MR. GREENE: Again, any conduct of yours,
14 Mr. Armstrong, which occurred during the course, scope,
15 of your employment by me, I am instructing you not to
16 disclose. If you can answer the question without
17 disclosing any of the procedures which took place in my
18 office, then that's fine.

19 THE WITNESS: Then I think you should reask
20 the question.

21 MS. BARTILSON: Q. Did you take any steps
22 to ensure that this declaration would be filed in the
23 Aznaran case?

24 MR. GREENE: Same admonition.

25 MS. BARTILSON: Q. It's a "Yes"-or-"No"

1 HUB LAW OFFICES
2 Ford Greene, Esquire
3 California Bar No. 107601
4 711 Sir Francis Drake Boulevard
5 San Anselmo, California 94960-1949
6 Telephone: (415) 258-0360

7
8 Attorney for Plaintiffs
9 VICKI J. AZNARAN and
10 RICHARD N. AZNARAN

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

13 VICKI J. AZNARAN and RICHARD N.
14 AZNARAN,

15 Plaintiffs,

16 vs.

17 CHURCH OF SCIENTOLOGY OF
18 CALIFORNIA, et al.,

19 Defendants.

No. CV-88-1786-JMI (Ex)

DECLARATION OF GERALD
ARMSTRONG IN OPPOSITION
TO MOTION TO EXCLUDE
EXPERT TESTIMONY

20 AND RELATED COUNTER CLAIM

21 I, GERALD ARMSTRONG, declare:

22 1. I was a Scientologist from 1969 to 1981 and held many
23 organizational positions during that period. I was also the
24 defendant in an action entitled Church of Scientology vs.
25 Armstrong, in Los Angeles Superior Court. Judge Breckenridge's
26 opinion in that case was affirmed by the California Court of Appeal
27 on July 29, 1991.

28 2. Throughout 1980 and 1981 I was L. Ron Hubbard's
biographical researcher and archivist. During that period I read

1 and studied his letter dated September 7, 1955 to the Federal
2 Bureau of Investigation and I provided a copy of it to writer, Omar
3 V. Garrison for his use in a biography of Hubbard. A true and
4 correct copy thereof is attached hereto as Exhibit 1.

5 3. While I was a Scientologist I read and studied L. Ron
6 Hubbard's Technical Bulletin of July 22, 1956. It was published in
7 the 1970's in bound volumes of Hubbard's "technical" writings and
8 has continued to be published in later volumes up to the present
9 time. A true and correct copy is attached hereto as Exhibit 2.

10 Under penalty of perjury, pursuant to the laws of the United
-11 States I hereby declare that the foregoing is true and correct.
12 Executed this 26th day of August, 1991, at San Anselmo, California.

13
14 
15 _____
16 GERALD ARMSTRONG
17
18
19
20
21
22
23
24
25
26
27
28

24
... RON HUBBARD, D.I. - PHIL. (51)

Box 242
Silver Spring, Md.
Sept. 7, 1955

TO THE FEDERAL BUREAU OF INVESTIGATION
Communist Activities

Gentlemen:

A series of sudden insanities and disturbances in Dianetic and Scientology groups reached seven last week on the West Coast.

In Atomic Energy's Richland, Washington a young boy who had never been treated with Dianetics or Scientology but whose father Verne McAdams is the local Scientology group leader in Richland suddenly and mysteriously became insane, so suddenly and so thoroughly that the head of the institution for insane in Richland, evidently of good security, suspects the use of LSD, the insanity producing drug so favored by the APA. Two of our ministers in that area at my request went further into the situation and by means we will not detail recovered from the boy information of which his family had been entirely ignorant. On instructions to find the "other psychiatrist" our ministers by this means located an unsuspected one in Atomic Energy's front yard, a man who had been the construction company doctor during the building of Richland and who had then turned psychiatrist and whose name strangely enough is Menkowski (sp?). The boy had evidently had some association with this man before this sudden onset.

With this information not yet cool long distance from San Francisco Bay Area notified us of the sudden and inexplicable descent into insanity of one Wanda Collins. She is ravingly insane and yet was completely sane a day ago. Her people and our people cannot account for a missing nine hour period just before this onset. You should be interested in this because Wanda Collins resigned from the Communist Party some time ago, foreswore it and tried to make amends with Scientology and would be a logical candidate for an LSD attack.

Concurrently with this in Phoenix, Arizona

20 SEP 7 1955

SEE REVERSE SIDE FOR
ADD. DISSEMINATION

58
SEP 20 1955

A-29

(51)

our Mr. Edd Clark was suddenly arrested"for practising medicine without a license", and this is very odd because he is the first Dianeticist or Scientologist in five years of world wide operation to be so accused. He could not have been practising medicine because Dianetics and Scientology seek only to assist able people to improve their talents and ~~have~~ no interest in sickness or insanity. He was arrested and without any search warrant all his papers and letters were seized even down to blank typewriter paper and were carried away, a fact which places this matter quite solidly in the field of the F.B.I.. Mr. Clark is a half-blind deaf old man. He was once a chiropractor but has long since ceased to be one. He was told by the County Attorney that the County Attorney meant to "get to the bottom of this thing about Hubbard and Scientology."

The "bottom of the thing" can be found in "Who Knows and What" and "Who's Who in the East" in the local library or from bookstores which carry my books. My own life is about as hard to investigate as a white rock on a summer's day.

It is not uncommon in the past five years to have judges and attorneys mad-dogged at about what a terrible person I am and how foul is Scientology. Persons never named or available step in, spread violent tales and accusations and vanish. This mad-dogging has evidently been done at this County Attorney to prompt such a foolish action. This makes the third civil official in that area to go off half-cocked about Scientology. When it is all done and Scientology has been neatly ruined by the newspapers in the area and when all the charges have been quashed there is no one from whom any recompense can be drawn. "It was all a mistake"...

In 1950 the Dianetics Foundations were violently attacked and discredited. The 200 Foundation employees, when screened, yielded 35 Communist-connected persons. That done the commotion stopped. After three quiet years in the Phoenix area we forwarded to the Defense Department data on brain-washing. Instantly

(15)

(51)

we became the subject of violence. Four people were seized by psychiatrists in that area to date and to this day so far as I know are still being held, their sanity shattered.

After we so informed the Defense Department about brain-washing technologies in our hands and offered them, we have been in a state of siege. Understand that we accuse the D.D. of nothing.

Psychiatrists as far north as Seattle have said they were "out to get every Scientologist." An Internal Revenue official has used those very words before witnesses and said he was going to get to the bottom of this thing in Phoenix. People in suspicious condition were sent from one place in Southern California to be "treated by Scientology" for insanity and yet we have no interest in treating anyone, especially the insane. Now two more people go suddenly and inexplicably insane in widely different places both the same way. All manner of defamatory rumors have been scattered around about me, questioning even my sanity which is fortunately a matter of good record with the Navy as by statement "having no psychotic or neurotic symptoms whatsoever."

I have a wife and three little kids. I have a good many thousand people scattered around the world trying to help their fellow man and I am responsible for these people. I am trying to turn out some monographs on matters in my field of nuclear physics and psychology for submission to the government on the subject of alleviating some of the distress of radiation burns, a project I came east to complete. This lawless and brutal attack on Scientology now spreading evidently to three states will probably not end until a great deal of injustice and human suffering has occurred.

Would you please discover for me or for yourselves the exact names and whereabouts of the persons whose statements inflamed the County Attorney in Phoenix in arresting a half-blind old man and seizing all his books and papers. If we have those names and if we trace them back we will have someplace to start on this madness


(13)

51
RON HUBBARD, D.D. M.F. 51

which now reaches into three states. Can you
do this for us?

I am getting additional copies of the material
which was offered to the Defense Department since
that agency has not acknowledged or returned
anything shipped to it about brain-washing and
when I have these copies I will send one to you
for this is the only starting place I know about
for this outbreak and the matter, while far from
conclusive at least tells me that something went
astray which was dangerous in the wrong hands.

Could you please have your Phoenix office
obtain the names of the people who defamed us to
the County Attorney? Your Bay Area and Richmond
offices have already been apprised of the incidents
in those areas.


L. Ron Hubbard

00 82

22

EXHIBIT 2

HUBBARD COMMUNICATIONS OFFICE
217a Kensington High Street, London W.8

RUSH

July 22nd, 1956

To U.S. ONLY Julia Lewis, Dick Steven, L. Ron Hubbard, Jr.

To England ONLY Association Secretary (Jack Parkhouse)
Director of Processing (Ann Walker)
Director of Training (Dennis Stephens)

Staff Auditors, Instructors and Auditors close to Operation only.

TECHNICAL BULLETIN OF 22 JULY 1956

I feel the urge to communicate to you the best news since 1950.

I have whipped the problems of the whole track and memory of the past and can resolve the worst cases we have ever had. That is a huge statement but I have solved and can untangle in an intensive the problems of the vacuum and havingness plus memory and health and have just done so. Hence the exuberance.

Also, other auditors can solve these in a case as well. NIRS has just cracked two six-year-standing Black Fives using some of this material and Herbie Parkhouse has had considerable luck with solids.

We are now capable of solving Book One style cases to the extreme level of clear.

No wild burst of enthusiasm is here intended. I have to put the finishing touches on a lot of things and the process is still slow—25 to 75 hours. But I've now done it and seen it done to worse cases than any you've had. And that's fact!

Okay. It's not simple. It requires a minute understanding of Book One. It would take me 50 pages to explain all I've lately found about vacuums. You haven't seen the last of me or of study, but you will have seen the last of unsuccessful cases providing only that we have time and environment in which to audit them.

We can make homo soviet. (AND give a grin to those who kept standing around bleating, "Where are the clears?")

We know more about life now than life does—for a fact, since it was reaching, we can communicate about the reactions.

The process is concerned with "making it solid" combined with effects. It isn't easy. It is wonderfully complex and delicate. But it has been done. And it is being done.

Our cases gained but sometimes slumped. Why? Because an electronic vacuum restimulated on the track after sessions, and robbed the case's havingness.

A vacuum isn't a hole. It's a collapsed bank. Every lifetime bank is collapsed into a vacuum.

The formula is—

1. Run pc on start-change and stop for hours until he is under auditor's control, in session and (often) exteriorized.
2. Then run him with commands "What are you looking at?" "Good." "Make it solid."

He will eventually hit a vacuum. (He'd hit it faster on "Recall a can't have" but it's too fast.) Here's the tangle. The vacuum is a super-cold mass or an electric shock. This "drank up" bank electronically (brainwashed him). The energy drunk turned black. Hence black cases. (Does not apply only to black cases however.)

3. Run, interspersed with solids and "objective can't have" on the room. "Tell me an effect object (that drank bank) could not have on you," and "Tell me an effect you could have on object." Object may be electrodes or supercold plate or even a supercold glass.

473

00 85

382

EXHIBIT

4

PAGE

8

Caution, handle one vacuum at a time. These vacuums go back for 76 Trillion years. They were the original brainwash theists did to one another, then psychiatrists (on the whole track) did expertly (modern psychiatrists are punks, modern shock too feeble to do more than restimulate old vacuums).

Take the vacuum that comes up running solids, or even "Recall a can't have", whatever it is and solve it as above.

This is delicate auditing. If you restimulate a vacuum too hard, the whole track groups on it.

Read Book One. Add vacuums instead of word groupers, use above and you'll probably get through to success. Nibs did and I had given him less than you have here. Of course, he's one of the best auditors in the business, so go easy. And Herbie Parkhouse is no slouch.

CAUTIONARY

This is true--

1. We have created the permanent stable clear.
2. In creating him we have a homo novis in the full sense, not just an Operating Thetan.
3. We now know more than life. An oddity indeed!
4. We now know more about psychiatry than psychiatrists. We can brainwash faster than the Russians (20 sec to total amnesia against three years to slightly confused loyalty).
5. We can undo whatever psychiatrists do, even the tougher grade from away back. We can therefore undo a brainwash in 25 to 75 hours.
6. We can create something better than that outlined and promised in Book One.

BUT

1. We need to know more and be more accurate than ever before about the time track and auditing. I have not given a thousandth of what I know about this.
2. We have a new game but also new responsibilities amongst men.
3. This data in the wrong hands before we are fully prepared could raise the Devil literally.
4. Because we know more than the Insanity Gang, we're not fighting them.
5. Because we can undo what we do, we must retain a fine moral sense, tougher by far than any of the past.
6. We can create better than in Book One now only if we know Book One and know our full subject.

AND WE DO NOT YET KNOW ALL THE SAFETY PRECAUTION TO BE USED.

I will be giving this data in full at the Games Congress, Shoreham Hotel, WASHINGTON, D.C., August 31st, to September 3rd, 1956.

The exact regimen of this will be SLP 8 and will include the total picture of separating valences from bodies (which must still be done by the auditor, a formula I now have).

I have given you this data in this bulletin at this time because now I know I know and I want you to share in seeing the surge of vision which will be our future.

L. RON HUBBARD

P.S. (Actually, contrary to rumor, it hasn't all been done before. If it had been, the guy who is saying it has would be clear!)

HUB LAW OFFICES
Ford Greene, Esquire
California Bar No. 107601
711 Sir Francis Drake Boulevard
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

Attorney for Plaintiffs
VICKI J. AZNARAN and
RICHARD N. AZNARAN

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN and RICHARD N.
AZNARAN,

Plaintiffs,

vs.

CHURCH OF SCIENTOLOGY OF
CALIFORNIA, et al.,

Defendants.

AND RELATED COUNTER CLAIM

No. CV-88-1786-JMI (Ex)

DECLARATION OF GERALD
ARMSTRONG REGARDING
ALLEGED "TAINT" OF
JOSEPH A. YANNY, ESQUIRE

Date: September 9, 1991
Time: Discretionary
Ct: Hon. James M. Ideman

///

///

///

///

///

///

///

///

///

DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare and state that:

1. I was a Scientologist and held many positions in many sectors of Scientology, hereinafter referred to as "the organization," from 1969 to 1981. I have been involved in organization litigation as a witness, defendant, plaintiff and paralegal from 1982 until the present. I have testified in three trials and in depositions in ten organization cases approximately forty-seven days. I have authored over twenty-five declarations concerning L. Ron Hubbard, Scientology practices and the litigation. I am by trade a philosopher, writer and artist. In 1986 I founded a church which now has many members internationally.

2. I am the defendant and cross-complainant in the case of Church of Scientology of California v. Armstrong Los Angeles Superior Court No. C420153. A decision in that case was rendered after a lengthy bench trial by Judge Paul G. Breckenridge, Jr. on June 20, 1984. The California Court of Appeal opinion, No. B025920, issued July 29, 1991, affirming the Superior Court's decision, has recently been filed in this case as an exhibit to the Aznarans' oppositions.

3. In December 1986 I entered into a settlement agreement with the organization, a copy of which is filed herewith as Exhibit 1. The organization did not honor the agreement, however, but has continued a program of threats and attacks to this day. I have detailed what I knew of these threats and attacks up to March 15, 1990 in my declaration of that date. The circumstances at the time of the settlement and a rebuttal of various organization attacks are contained in a declaration I executed on December 25, 1990. I can supply these declarations to the Court if it so wishes.

4. I make this declaration to respond to various allegations about me made by the organization in its papers recently filed in this case.

5. Organization attorney Laurie Bartilson states that my aid to attorney Ford Greene in preparing the Aznarans' recently filed oppositions to organization motions "violated this Court's orders and the Local Rules."

(Defendants' Opposition To Ex Parte Application To File Plaintiffs' Genuine

Statement of Issues [sic] Re Defendants' Motions (1) To Exclude Expert

Testimony; and (2) For Separate Trial On Issues of Releases and Waivers;

Request that Oppositions Be Stricken; hereinafter "Opp To Ex P", p.2,3.) I aid

Mr. Greene and the Aznarans out of my own free will and my sense of right

and wrong. If I am ordered by any lawfully constituted court to cease

rendering such aid I will.

6. Ms. Bartilson states that I "[am] employed by Joseph Tanny on this very case." (Opp To Ex P p.4) I am not.

7. Ms. Bartilson states that for me "to now have switched [my] aid to Greene's office further taints all (emphasis in original) of the papers filed by Greene..." (Opp To Ex P p.5) It doesn't, because there was not and is not any taint..

8. Ms. Bartilson states that my aiding Mr. Greene "is grounds for [his] disqualification." (Opp to Ex P p.5) It isn't; but if this Court were so to order me, I will comply.

9. Ms. Bartilson suggests that Mr. Greene should be disqualified because I am "a paralegal formerly employed by defendant's lawyers." (Opp To Ex P p.5) I have never been employed by any organization lawyer.

10. Ms. Bartilson declares that "[she has] been informed by private investigators hired by [her] law firm that [I] was present at Ford Greene's offices many times from August 3, 1991 through at least August 21, 1991,

often for hours and days at a time." (Opp To Ex P p.9,para 4) I was outside the United States from August 3 until August 10, and not in Marin County where Mr. Greene's office is located until August 13, 1991. Filed herewith as Exhibit 2 are copies of my boarding passes for my flights from San Francisco to Johannesburg, South Africa on July 19 and 20, returning August 9 and 10.

11. Organization attorney William Drescher states that "[a]s [I am] Yanny's paralegal on this case, [my] new affiliation as an assistant to Ford Greene is truly outrageous." (Supplemental Memorandum In Support of Defendants' Motion To Dismiss Complaint With Prejudice; hereinafter "Supp Memo," p.4) I am not Mr. Yanny's paralegal on this case, and my affiliation with Mr. Greene is wholly peaceful, lawful, decent, helpful, respectful, and humorous.

12. Mr. Drescher states that "Yanny's involvement in this case continues, this time through a different "extension"--the improper activities of Yanny's paralegal, Gerald Armstrong." (Supp Memo p.5) I am not Mr. Yanny's paralegal. I answered his call for help during the period he was attorney of record in this case. I spent parts of two days on July 15 and 16 in Mr. Yanny's office during which time the only "work" I did was to write two declarations, one of which was also used by Mr. Greene. Mr. Yanny gave me no instructions or suggestions at any time to pass on to Mr. Greene or to anyone else involved in the Aznaran litigation. I am not Mr. Yanny's "extension" into this case. This organization's actions in attempting to deny their victims, the Aznarans, not only legal representation but support to the Aznarans' legal representatives is what is improper.

13. Mr. Drescher states that in 1984 I was "plotting against the Scientology Churches and seeking out staff members who would be willing to assist [me] in overthrowing Church leadership." (Supp Memo p.5) The

organization is not a church. Organization operatives David Kluge and Michael Rinder sought me out and gained my trust through a close friend whom the organization coerced into participating in an operation to attempt to entrap me. The organization operatives stated that they wanted to reform the organization and rid it of its criminal activities and they asked me to help. They said they wanted to save Scientology from its criminal leadership. They stated they were operating secretly within the organization for fear of, inter alia, being killed. They used my willingness to communicate and to help to attempt to enveigle me into the commission of a crime. When that failed, the organization simply twisted my refusal to participate in the suggested criminal act into further accusations.

14. Mr. Drescher states that "[t]he Church obtained information about [my] plans and, through a police-sanctioned investigation, provided [me] with the 'defectors' [I] sought." (Supp Memo p.5) That the organization and its lawyers have told this lie so many times in so many jurisdictions over so many years has not made it any more true now than when they concocted the plot. I was videotaped. The videos are still embarrassing to me because I use foul language. What I say does not mean what the organization and its lawyers say it means. A private investigator (who, during this period threatened to put a bullet between my eyes) obtained a false authorization from an LAPD officer, who was himself suspended six months for his participation in the crime. The organization did not obtain information about my plans; it created the whole operation, including what my "plans" were to be.

15. Mr. Drescher states that "[o]n November 30, 1984 [I] met with one Michael Rinder, an individual whom [I] thought to be one of [my] 'agents' (but who in reality was loyal to the Church)" (parens in original). (Supp

Memo p.5) I never considered Rinder my agent, nor did I consider that I had any agents. Rinder was not loyal to the "church." He was being operated by what the operatives called the "criminal leadership."

16. Mr. Drescher states that "the conversation [was] recorded with written permission from law enforcement." (Supp Memo p.5) It wasn't. The Chief of the LAPD denied authorizing the illegal operation, and the officer was suspended for his "permission."

17. Mr. Drescher quotes some out-of-context statements from my November 1984 meeting with Michael Rinder and avers that they meant that I was recommending that the group of "reformers" did not need "actual evidence of wrongdoing to make allegations in Court against the Church leadership." (Supp Memo p.5) My answer to Rinder is out of frustration because he appeared to be unable to understand that a complaint contains allegations, and the proof of the allegations is achieved through documentation and testimony, including even the well-known fact of the organization's long history of destruction of evidence, obtained through the litigation up to the end of trial. Elsewhere and in other conversations I discussed with the "reformers" what was actually known and documented, and which could be alleged in the complaint they insisted they wanted to file. I discussed with the "reformers" an inventory of criminal acts for which we knew the organization was responsible. They included burglary of state and federal offices, theft, obstruction of justice, blackmail, assault, civil rights violations, immigration fraud, tax fraud, attempted entrapment of Federal Judges, framing of my own attorney Michael Flynn, the use of preclear folder information against all Scientologists, all the acts which flowed from "'fair" game," and the use of their charitable corporation funds to carry out these criminal acts.

18. Organization attorney Eric Lieberman states that "the utter disregard of the truth that the Aznarans have made the trademark of their litigation effort, bears the unmistakable signature of Gerald Armstrong, whose theory of litigating against Churches of Scientology, as captured on videotape in 1984, is not to worry about what the facts really are, but instead to choose a state of "facts" that should survive a challenge by the Church and "just allege it." (Reply In Support of Defendants' Motion For Summary Judgment Based On the Statute of Limitations; hereinafter "Reply Stat Lim," p.2,3) This is not true. It is simply further exploitation of the fruits of the organization's covert actions against me: the illegal 1984 videotape regarding what the organization calls the "Armstrong Operation," Until I started to help Mr. Greene, I had nothing to do with the Aznaran case, which was filed in April 1988, except for my help to Mr. Tanny described in paragraph 12 above. I have given no facts to the Aznarans, nor any legal strategy. Besides the declarations I have written, all of which are now before this Court, I have written not one word in any of the filed papers. My help to Ford Greene in all of the papers recently filed has been in proofreading, copying, collating, hole-punching, stapling, stamping, packaging, labeling, air freighting and mailing. Mr. Greene and I have had several conversations during this period, some of which certainly concerned the litigation.

19. Mr. Lieberman states that "[i]t is clear that [my] influence and philosophy permeates the Aznaran's oppositions." (Reply Stat Lim p.3) I pray that that is true, because my philosophy in litigating against the organization is to tell the truth, have the faith that, no matter what lies the organization tells or operations it runs or how threatening the organization appears to be, truth will prevail; that, no matter how the organization

perverts the law, manipulates courts, testifies falsely, fights unfairly, wields religion as a sword and then a shield and abuses the legal process, justice will, if fought for honorably, triumph.

20. Mr. Lieberman states that "[o]n August 19, 1991 [I] admitted to one of defendants' counsel that [I] was at Greene's office "helping out."" (Reply Stat Lim p.3) I admitted no such thing. I was doing nothing even faintly improper which would require admission. I have been completely up front about my being in Mr. Greene's office and helping him. It is the organization which has skulked around and engaged in improprieties which it should admit to. I was so shocked when I discovered the organization operatives videotaping me on August 20 that I wrote Mr. Lieberman to protest the harassment. When I found the operation continuing on August 21 I again wrote Mr. Lieberman, and called his office, advised one of his associates of the operation and pleaded that it be called off. Copies of my letters are filed herewith as Exhibits 3 and 4. Mr. Lieberman has not answered my letters, has not mentioned them in his papers, which he signed on August 26, but has escalated the attack on my character and intentions. The operation has continued at least until August 30. Because of its form and nature, and because of my knowledge of organization operations and its philosophy of opportunistic hatred, I believe that this operation does not have as its major goal the proof that I am helping Mr. Greene. I believe its goal is intimidation and the assembly of intelligence information for future acts.

21. Mr. Lieberman states that "the real thrust of the Aznarans' Opposition is...the "just allege it" philosophy of Yanny's paralegal, Gerald Armstrong." (Reply Stat Lim p.33) I am not Mr. Yanny's paralegal, and "just allege it" is really the organization's litigation theory. L. Ron Hubbard

established the Guardian's Office and then the Office of Special Affairs to carry out his way of litigating.

"In the face of danger from Governments or courts.....

If attacked on some vulnerable point by anyone or anything or any organization, always find or manufacture (emphasis added) enough threat against them to cause them to sue for peace." L. Ron Hubbard, Policy Letter of 15 August, 1960 "Dept of Govt Affairs." (Exhibit 5)

22. Mr. Lieberman states that "[my] 'helping out' while the Opposition was concocted not only reveals the continuing taint of Yanny's involvement with this case, it establishes the guiding principle that resulted in [the] Opposition..." (Reply Stat Lim p.34) Not one thing, not the ability to proofread, photocopy, collate, hole-punch, staple, package, label, air freight or mail that I did in connection with the preparation of the Aznarans' oppositions, did I learn from Mr. Yanny. Not the ability to spot and confront organization operatives did I learn from Mr. Yanny. Not the ability to write, nor any fact or idea or word in any declaration did I learn from Mr. Yanny. I have been the target of "fair" game since I left the organization in 1981, and understand its philosophy. I know the organization's litigation theories and practices and I understand the psychopathology of L. Ron Hubbard and why he and his organization came to be viewed by Courts as paranoid and schizophrenic. There is nothing Mr. Yanny could possibly tell me which would surprise me or be additional to what I know about this organization. Mr. Yanny has provided no "guiding principle" whatsoever. The organization, by making and maintaining fair game as its guiding principle, established the guiding principle in this litigation. The fair game doctrine will dog the organization as long as there are honest and free men or until the

organization, not denies its existence, but completely and sincerely repudiates it.

23. Mr. Lieberman states that "[my] philosophy of litigation is that facts and the truth are irrelevant and that all that is required to prevail is to allege whatever needs to be alleged." (Reply Stat Lim p.34) I have survived all the cross-examination and depositions by the organization, the documentation attacks by the organization, the character assassination by the organization, the use of my preclear folder information, the operations, the threats, the assaults, because truth is relevant. Although there undoubtedly is some memory loss over the past twenty-two years, and although there may even be some discrepancies in forty-seven days of sworn testimony, I have survived examination and cross-examination because I have, as much as is humanly possible, told the truth. I have said what I have known, known when I didn't know something, and stated my opinions as opinions. It is my opinion that one honest man can confront and vanquish a dishonest organization, no matter how big or how organized. Gratefully there are a few honest men to make the work lighter.

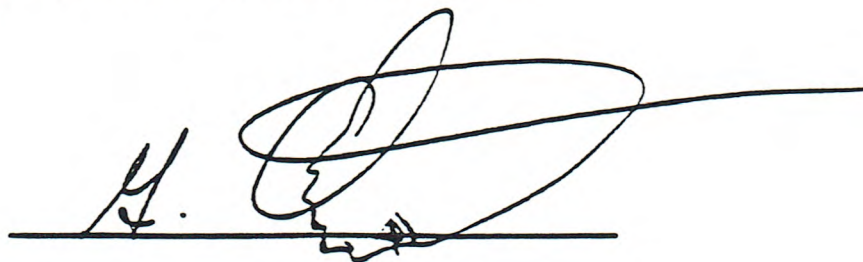
24. Mr. Lieberman states that "[t]he Aznarans' desperation to defeat this motion is so profound that they resort not only to the "just allege it" litigation philosophy of Joseph A Yanny's paralegal assigned to this case, Gerald Armstrong, but also to enlisting Armstrong's help in this cynical, say-anything-you-have-to approach to the truth." (Reply In Support of Defendants' Motion For Summary Judgment Pursuant To the First Amendment; hereinafter Reply First Am, p. 2) I am not Mr. Yanny's paralegal, and I am not assigned to this case. The desperation which resulted in the enlisting of my help had a purely logistical basis. Mr. Greene faced a mountain of organizational motions which required oppositions, and

no time to do them. He has no employees but a secretary who comes in a couple of evenings a week sometimes and sometimes on Saturdays. He needed simple office backup in the form of proofreading, photocopying, collating, hole-punching, etc. I am blessed with those simple office skills, and I have a knowledge of the subject matter and the cause in which Mr. Greene labors. I am aware of the awesome disparity of resources between Mr. Greene and the army of law firms, lawyers, paralegals, secretaries, and organizational legal machinery of his opposition. I am aware of the organization's policies and practices of neutralizing or eliminating the legal support of its enemies. How could anyone resist a call to help in this situation? It was not a conspiratorial thought that plunked me down over a year ago within running distance of the Hub Law Offices and sporting the same zip code. What it was was merely making the inevitable not only funny but easier.

25. Organization attorneys have made much of the fact that Joseph Yanny has been enjoined from representing me in litigation adverse to the organization. (Op To Ex P p.10; Supp Memo p.4) He is, of course, its former attorney. I have been working with Mr. Greene since August 17. I have not seen nor heard one word of Mr. Yanny's influence in this case, beyond the fact that the organization just alleged it.

-- I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed on September 3, 1991 at Sleepy Hollow, California.



MUTUAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT

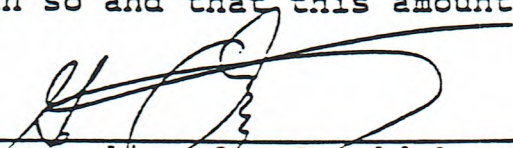
1. This Mutual Release of All Claims and Settlement Agreement is made between Church of Scientology International (hereinafter "CSI") and Gerald Armstrong, (hereinafter "Plaintiff") Cross-Complainant in Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153. By this Agreement, Plaintiff hereby specifically waives and releases all claims he has or may have from the beginning of time to and including this date, including all causes of action of every kind and nature, known or unknown for acts and/or omissions against the officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel of CSI as well as the Church of Scientology of California, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Religious Technology Center, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; all Scientology and Scientology affiliated organizations and entities and their officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Author Services, Inc., its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and its trustee; and Mary Sue Hubbard, (all hereinafter collectively referred to as the

"Releasees"). The parties to this Agreement hereby agree as follows:

2. It is understood that this settlement is a compromise of doubtful and disputed claims, and that any payment is not to be construed, and is not intended, as an admission of liability on the part of any party to this Agreement, specifically, the Releasees, by whom liability has been and continues to be expressly denied. In executing this settlement Agreement, Plaintiff acknowledges that he has released the organizations, individuals and entities listed --in the above paragraph, in addition to those defendants actually named in the above lawsuit, because among other reasons, they are third party beneficiaries of this Agreement.

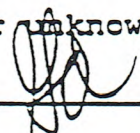
3. Plaintiff has received payment of a certain monetary sum which is a portion of a total sum of money paid to his attorney, Michael J. Flynn. The total sum paid to Mr. Flynn is to settle all of the claims of Mr. Flynn's clients. Plaintiff's portion of said sum has been mutually agreed upon by Plaintiff and Michael J. Flynn. Plaintiff's signature below this paragraph acknowledges that Plaintiff is completely satisfied with the monetary consideration negotiated with and received by Michael J. Flynn. Plaintiff acknowledges that -- there has been a block settlement between Plaintiff's attorney, Michael J. Flynn, and the Church of Scientology and Churches and entities related to the Church of Scientology, concerning all of Mr. Flynn's clients who were in litigation with any Church of Scientology or related entity. Plaintiff has received a portion of this block.

amount, the receipt of which he hereby acknowledges. Plaintiff understands that this amount is only a portion of the block settlement amount. The exact settlement sum received by Plaintiff is known only to Plaintiff and his attorney, Michael J. Flynn, and it is their wish that this remain so and that this amount remain confidential.



Signature line for Gerald Armstrong

4. For and in consideration of the above described --consideration, the mutual covenants, conditions and release contained herein, Plaintiff does hereby release, acquit and forever discharge, for himself, his heirs, successors, executors, administrators and assigns, the Releasees, including Church of Scientology of California, Church of Scientology International, Religious Technology Center, all Scientology and Scientology affiliated organizations and entities, Author Services, Inc. (and for each organization or entity, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel); L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries --and trustee; and Mary Sue Hubbard, and each of them, of and from any and all claims, including, but not limited to, any claims or causes of action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153 and all demands, damages, actions and causes of actions of every kind and nature, known or unknown,



for or because of any act or omission allegedly done by the Releasees, from the beginning of time to and including the date hereof. Therefore, Plaintiff does hereby authorize and direct his counsel to dismiss with prejudice his claims now pending in the above referenced action. The parties hereto will execute and cause to be filed a joint stipulation of dismissal in the form of the one attached hereto as Exhibit "A".

A. It is expressly understood by Plaintiff that this release and all of the terms thereof do not apply to the action brought by the Church of Scientology against Plaintiff --for Conversion, Fraud and other causes of action, which action has already gone to trial and is presently pending before the Second District, Third Division of the California Appellate Court (Appeal No. B005912). The disposition of those claims are controlled by the provisions of the following paragraph hereinafter.

B. As of the date this settlement Agreement is executed, there is currently an appeal pending before the California Court of Appeal, Second Appellate District, Division 3, arising out of the above referenced action delineated as Appeal No. B005912. It is understood that this appeal arises out of the Church of Scientology's complaint against -- Plaintiff which is not settled herein. This appeal shall be maintained notwithstanding this Agreement. Plaintiff agrees to waive any rights he may have to take any further appeals from any decision eventually reached by the Court of Appeal or any rights he may have to oppose (by responding brief or any other means) any further appeals taken by the Church of

Scientology of California. The Church of Scientology of California shall have the right to file any further appeals it deems necessary.

5. For and in consideration of the mutual covenants, conditions and release contained herein, and Plaintiff dismissing with prejudice the action Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153, the Church of Scientology of California does hereby release, acquit and forever discharge for itself, successors and assigns, Gerald Armstrong, his agents, representatives, heirs, successors, assigns, legal counsel and estate and each of them, of and from any and all claims, causes of action, demands, damages and actions of every kind and nature, known or unknown, for or because of any act or omission allegedly done by Gerald Armstrong from the beginning of time to and including the date hereof.

6. In executing this Agreement, the parties hereto, and each of them, agree to and do hereby waive and relinquish all rights and benefits afforded under the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

-- "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7. Further, the undersigned hereby agree to the following:

A. The liability for all claims is expressly denied by the parties herein released, and this final compromise and

settlement thereof shall never be treated as an admission of liability or responsibility at any time for any purpose.

B. Plaintiff has been fully advised and understands that the alleged injuries sustained by him are of such character that the full extent and type of injuries may not be known at the date hereof, and it is further understood that said alleged injuries, whether known or unknown at the date hereof, might possibly become progressively worse and that as a result, further damages may be sustained by Plaintiff; nevertheless, Plaintiff desires by this document to forever and fully release the Releasees. Plaintiff understands that by the execution of this release no further claims arising out of his experience with, or actions by, the Releasees, from the beginning of time to and including the date hereof, which may now exist or which may exist in the future may ever be asserted by him or on his behalf, against the Releasees.

C. Plaintiff agrees to assume responsibility for the payment of any attorney fee, lien or liens, imposed against him past, present, or future, known or unknown, by any person, firm, corporation or governmental entity or agency as a result of, or growing out of any of the matters referred to in this release. Plaintiff further agrees to hold harmless the parties herein released, and each of them, of and from any liability arising therefrom.

D. Plaintiff agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other

similar form, any writing or to broadcast or to assist another to create, write, film or video tape or audio tape any show, program or movie, or to grant interviews or discuss with others, concerning their experiences with the Church of Scientology, or concerning their personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff further agrees that he will maintain strict confidentiality and silence with respect to his experiences --with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff expressly understands that the non-disclosure provisions of this subparagraph shall apply, inter alia, but not be limited, to the contents or substance of his complaint on file in the action referred to in Paragraph 1 hereinabove or any documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron --Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 1 above. The attorneys for Plaintiff, subject to the ethical limitations restraining them as promulgated by the state or federal regulatory associations or agencies, agree not to disclose any of the terms and conditions of the settlement negotiations, amount of the

settlement, or statements made by either party during settlement conferences. Plaintiff agrees that if the terms of this paragraph are breached by him, that CSI and the other Releasees would be entitled to liquidated damages in the amount of \$50,000 for each such breach. All monies received to induce or in payment for a breach of this Agreement, or any part thereof, shall be held in a constructive trust pending the outcome of any litigation over said breach. The amount of liquidated damages herein is an estimate of the damages that each party would suffer in the event this Agreement is breached. The reasonableness of the amount of such damages are hereto acknowledged by Plaintiff.

E. With exception to the items specified in Paragraph 7(I), Plaintiff agrees to return to the Church of Scientology International at the time of the consummation of this Agreement, all materials in his possession, custody or control (or within the possession, custody or control of his attorney, as well as third parties who are in possession of the described documents), of any nature, including originals and all copies or summaries of documents defined in Appendix "A" to this Agreement, including but not limited to any tapes, computer disks, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above, all evidence of any nature, including evidence obtained from the named defendants through discovery, acquired for the purposes of this lawsuit or any lawsuit, or acquired for any other purpose

concerning any Church of Scientology, any financial or administrative materials concerning any Church of Scientology, and any materials relating personally to L. Ron Hubbard, his family, or his estate. In addition to the documents and other items to be returned to the Church of Scientology International listed above and in Appendix "A", Plaintiff agrees to return the following:

(a) All originals and copies of the manuscript for the work "Excalibur" written by L. Ron Hubbard;

(b) All originals and copies of documents commonly known as the "Affirmations" written by L. Ron Hubbard; and

(c) All documents and other items surrendered to the Court by Plaintiff and his attorneys pursuant to Judge Cole's orders of August 24, 1982 and September 4, 1982 and all documents and other items taken by the Plaintiff from either the Church of Scientology or Omar Garrison. This includes all documents and items entered into evidence or marked for identification in Church of Scientology of California v. Gerald Armstrong, Case No. C 420 153. Plaintiff and his attorney will execute a Joint Stipulation or such other documents as are necessary to obtain these documents from the Court. In the event any documents or other items are no longer in the custody or control of the Los Angeles Superior Court, Plaintiff and his counsel will assist the Church in recovering these documents as quickly as possible, including but not limited to those tapes and other documents now in the possession of the United States District Court in the case of United States v. Zolin, Case No. CV

85-0440-HLH(Tx), presently on appeal in the Ninth Circuit Court of Appeals. In the event any of these documents are currently lodged with the Court of Appeal, Plaintiff and his attorneys will cooperate in recovering those documents as soon as the Court of Appeal issues a decision on the pending appeal.

To the extent that Plaintiff does not possess or control documents within categories A-C above, Plaintiff recognizes his continuing duty to return to CSI any and all documents that fall within categories A-C above which do in the future come into his possession or control.

-- F. Plaintiff agrees that he will never again seek or obtain spiritual counselling or training or any other service from any Church of Scientology, Scientologist, Dianetics or Scientology auditor, Scientology minister, Mission of Scientology, Scientology organization or Scientology affiliated organization.

G. Plaintiff agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals, or entities listed in Paragraph 1 above. Plaintiff also agrees that he will not cooperate in any manner with any organizations aligned against Scientology.

-- H. Plaintiff agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Plaintiff shall not make

himself amenable to service of any such subpoena in a manner which invalidates the intent of this provision. Unless required to do so by such subpoena, Plaintiff agrees not to discuss this litigation or his experiences with and knowledge of the Church with anyone other than members of his immediate family. As provided hereinafter in Paragraph 18(d), the contents of this Agreement may not be disclosed.

I. The parties hereto agree that in the event of any future litigation between Plaintiff and any of the organizations, individuals or entities listed in Paragraph 1 --above, that any past action or activity, either alleged in this lawsuit or activity similar in fact to the evidence that was developed during the course of this lawsuit, will not be used by either party against the other in any future litigation. In other words, the "slate" is wiped clean concerning past actions by any party.

J. It is expressly understood and agreed by Plaintiff that any dispute between Plaintiff and his counsel as to the proper division of the sum paid to Plaintiff by his attorney of record is between Plaintiff and his attorney of record and shall in no way affect the validity of this Mutual Release of All Claims and Settlement Agreement.

K. Plaintiff hereby acknowledges and affirms that he is not under the influence of any drug, narcotic, alcohol or other mind-influencing substance, condition or ailment such that his ability to fully understand the meaning of this Agreement and the significance thereof is adversely affected.

L. Notwithstanding the provisions of Paragraph 7(E) above, Plaintiff shall be entitled to retain any artwork created by him which concerns or relates to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above provided that such artwork never be disclosed either directly or indirectly, to anyone. In the event of a disclosure in breach of this Paragraph 7(L), Plaintiff shall be subject to the liquidated damages and constructive trust provisions of Paragraph 7(D) for each such breach.

8. Plaintiff further agrees that he waives and relinquishes any right or claim arising out of the conduct of any defendant in this case to date, including any of the organizations, individuals or entities as set forth in Paragraph 1 above, and the named defendants waive and relinquish any right or claim arising out of the conduct of Plaintiff to date.

9. This Mutual Release of All Claims and Settlement Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital. This Agreement may be amended only by a written instrument executed by Plaintiff and CSI. The parties hereto have carefully read and understand the contents of this Mutual Release of All Claims and Settlement Agreement and sign the same of their own free will, and it is the intention of the parties to be legally bound hereby. No other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically

incorporated herein shall be deemed to in any way exist or bind any of the parties hereto.

10. Plaintiff agrees that he will not assist or advise anyone, including individuals, partnerships, associations, corporations, or governmental agencies contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 1 of this Agreement.

11. The parties to this Agreement acknowledge the -- following:

A. That all parties enter into this Agreement freely, voluntarily, knowingly and willingly, without any threats, intimidation or pressure of any kind whatsoever and voluntarily execute this Agreement of their own free will;

B. That all parties have conducted sufficient deliberation and investigation, either personally or through other sources of their own choosing, and have obtained advice of counsel regarding the terms and conditions set forth herein, so that they may intelligently exercise their own judgment in deciding whether or not to execute this Agreement; and

-- C. That all parties have carefully read this Agreement and understand the contents thereof and that each reference in this Agreement to any party includes successors, assigns, principals, agents and employees thereof.

12. Each party shall bear its respective costs with respect to the negotiation and drafting of this Agreement and

all acts required by the terms hereof to be undertaken and performed by that party.

13. To the extent that this Agreement inures to the benefit of persons or entities not signatories hereto, this Agreement is hereby declared to be made for their respective benefits and uses.

14. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

15. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

16. In the event any provision hereof be unenforceable, such provision shall not affect the enforceability of any other provision hereof.

17. All references to the plural shall include the singular and all references to the singular shall include the plural. All references to gender shall include both the masculine and feminine.

18.(A) Each party warrants that they have received independent legal advice from their attorneys with respect to the advisability of making the settlement provided for herein and in executing this Agreement.

(B) The parties hereto (including any officer, agent, employee, representative or attorney of or for any party) acknowledge that they have not made any statement,



representation or promise to the other party regarding any fact material to this Agreement except as expressly set forth herein. Furthermore, except as expressly stated in this Agreement, the parties in executing this Agreement do not rely upon any statement, representation or promise by the other party (or of any officer, agent, employee, representative or attorney for the other party).

(C) The persons signing this Agreement have the full right and authority to enter into this Agreement on behalf of the parties for whom they are signing.

-- (D) The parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement. Nothing herein shall be construed to prevent any party hereto or his respective attorney from stating that this civil action has been settled in its entirety.

(E) The parties further agree to forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this Agreement.

19. Plaintiff has been fully advised by his counsel as to the contents of this document and each provision hereof. Plaintiff hereby authorizes and directs his counsel to -- dismiss with prejudice his claims now pending in the action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153.

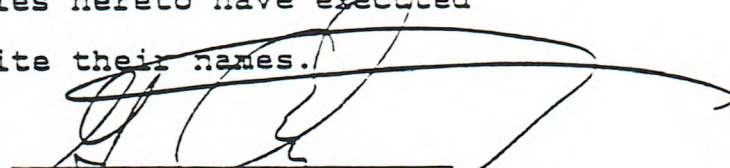
20. Notwithstanding the dismissal of the lawsuit pursuant to Paragraph 4 of this Agreement, the parties hereto agree that the Los Angeles Superior Court shall retain

jurisdiction to enforce the terms of this Agreement. This Agreement may be enforced by any legal or equitable remedy, including but not limited to injunctive relief or declaratory judgment where appropriate. In the event any party to this Agreement institutes any action to preserve, to protect or to enforce any right or benefit created hereunder, the prevailing party in any such action shall be entitled to the costs of suit and reasonable attorney's fees.

21. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be a duplicate --original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date opposite their names.

Dated: December 6, 1985

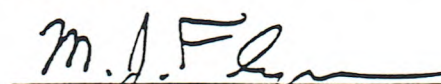

GERALD ARMSTRONG


Witness


Witness

Dated: 12/6/86

APPROVED AS TO FORM AND
CONTENT:


MICHAEL J. FLYNN
Attorney for
GERALD ARMSTRONG

Dated: December 11, 1986

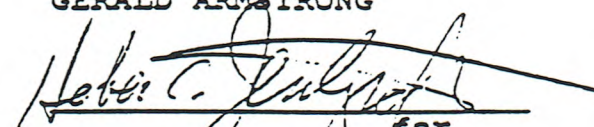

for
CHURCH OF SCIENTOLOGY
INTERNATIONAL

EXHIBIT 2

Flight Vuelo Vol Flug	Date Fecha Date Datum	Gate Puerta Porte Ausgang	LATEST BOARD TIME ULTIMA HORA DE PRESENTACION EMBARQUEMENT FINAL SPAETESTE EINSTEIGEZEIT
PA 072	19 JUL	50	0745

No Smoking Seat Asiento Siege Sitz	Smoking Seat Asiento Siege Sitz	Class Cabina Cabine Klasse	PAN AM.
25A		Y	

SFO/NEW YORK-JFK	PA0090 19 JUL JFK
ARMSTRONG — Von/Ta — GMR Nach	PA04617943Z

Name—Nombre—Nom—Name
SEE REVERSE SIDE FOR IMPORTANT INFORMATION

BOARDING PASS

Flight Vuelo Vol Flug	Date Fecha Date Datum	Gate Puerta Porte Ausgang	LATEST BOARD TIME ULTIMA HORA DE PRESENTACION EMBARQUEMENT FINAL SPAETESTE EINSTEIGEZEIT
PA 090	19 JUL		1905

No Smoking Seat Asiento Siege Sitz	Smoking Seat Asiento Siege Sitz	Class Cabina Cabine Klasse	PAN AM.
15A		Y	

JFK/ZURICH	SA0273 20 JUL ZRH
ARMSTRONG — Von/Ta — GMR Nach	PA04617943Z

Name—Nombre—Nom—Name
SEE REVERSE SIDE FOR IMPORTANT INFORMATION

BOARDING PASS

~~ECONOMY~~

Boarding Pass

ARMSTRONG/GMR

ZURICH

JOHANNESBURG

SA 273 Y 20 JUL 2000

Gate B33	Boarding Time 1930	Seat 56F	NO //
-------------	-----------------------	-------------	--------------

1 15

0091

GP

ZRH

00 27

SAA SAL**BOARDING PASS
INSTAPKAART**

FLIGHT/VLUG

SA 272

DATE/DATUM

09AUG

BOARD TIME/INSTAFTYD



1730

ARMSTRONG

PASS. NAME/PASS. NAAM

ZRH

DEST/BEST.

 
FIRST BUSINESS ECONOMY
EERSTE BESIGH. EKONOMIE
52C

FLIGHT
VUELO
VOL
VLUGDATE
FECHA
DATA
DATUMGATE
PUERTA
PORTE
AUSGANGLATEST BOARD TIME
ULTIMA HORA DE PRESENTACION
EMBARKEMENT FINAL
SPAETESTE EINSTEIGEZEIT

PA 091

10AUG 1730

1. 0

 NO SMOKING
SEAT
SIEGE
ASIENTO
SITZ

 SMOKING
SEAT
SIEGE
ASIENTO
SITZ

CLASS
CABINE
CABINA
KLASSE

20A

Y

ZRH/NEW YORK-JF

FROM - DE - VON/TO - A - NACH

PA 087 10AUG JF

CONNECTING FLIGHT/DATE/BOARDING POINT

ARMSTRONG

ZRH

NAME - NOM - NOMBRE - NAME
SEE REVERSE SIDE FOR IMPORTANT INFORMATION

BOARDING PASS

FLIGHT
VUELO
VOL
VLUGDATE
FECHA
DATA
DATUMGATE
PUERTA
PORTE
AUSGANGLATEST BOARD TIME
ULTIMA HORA DE PRESENTACION
EMBARKEMENT FINAL
SPAETESTE EINSTEIGEZEIT

PA 73

10AUG

1715

 NO SMOKING
SEAT
SIEGE
ASIENTO
SITZ

 SMOKING
SEAT
SIEGE
ASIENTO
SITZ

CLASS
CABINE
CABINA
KLASSE

35G

Y

JFK/SAN FRANCISCO

FROM - DE - VON/TO - A - NACH

CONNECTING FLIGHT/DATE/BOARDING POINT

ARMSTRONG

ZRH

NAME - NOM - NOMBRE - NAME
SEE REVERSE SIDE FOR IMPORTANT INFORMATION

BOARDING PASS

00 23

EXHIBIT 3

Eric M. Lieberman, Esq.
Rabinowitz, Boudin, Standard,
Krinsky & Lieberman, P.C.
740 Broadway, Fifth Floor
New York, NY 10003-9518

August 21, 1991

Dear Mr. Lieberman:

Organization operatives filmed me yesterday at least in the following situations:

1. Talking to an employee of attorney Ford Greene, in the doorway to Mr. Greene's office, at 711 Sir Francis Drake in San Anselmo, California.

2. Walking outside Mr. Greene's office.

3. Pulling on a T-shirt outside Mr. Greene's office.

4. Running outside Mr. Green's office.

Whilst I was on foot I was also pursued by one of the operatives driving a white Cadillac.

The driver of the Cadillac was later confronted by Mr. Greene who also recorded the licence number of Cadillac and the other vehicle being used by the operatives.

I doubt that you find it hard to believe that I consider the organization's operation has as its major target in the eval known but to two or maybe three or even four the assassination of Gerry Armstrong.

I am not unmindful of your use of the earlier videotape event in your Petition For Rehearing filed in the Armstrong appeal (n. 1, p. 6, second edition; n. 2, p.5, first edition).

There was no reason to videotape me as proof that I was associating with Ford Greene. I had spoken the day before to two of your fellow org lawyers, Laurie Bartilson and Bill Drescher, and two men from SO legal liaison staff, Howard Gutfeld and August Murphy, and from none of whom had I withheld the fact that I was helping Mr. Greene. None of them were not aware that I was speaking to them from Mr. Greene's office because all of them except for Mr. Murphy called Mr. Greene's office and I had spoken to

00 29

them when I answered Mr. Greene's telephone to take messages for him while he was out of his office. Mr. Murphy spent some time in Mr. Greene's office and we spoke for a few minutes. I am quite certain he left with the impression that I was helping Mr. Greene, and specifically in the Aznaran case since, in addition to my saying so, he did observe me carrying into Mr. Greene's office two boxes containing the mega-copies of the two Oppositions to Summary Judgment Motions (Statute of Limitations and First Amendment) and related documents, and did hear me lament that his organization had cost Mr. Greene that very day over seven hundred dollars in copying costs.

I did note the sophrosynial shift in the two writers of the second edition of the Petition For Rehearing. I imagine the organization's idea of having Marty talk to me is not in the works.

I'm sure you understand why I do help those who need it, and why people who litigate with the organization need it. And I'm sure you know how utterly unbiased I am in that all I oppose are antisocial policies and activities. In that Scientology denies that any of its policies or activities are antisocial I am not opposed in any way to what Scientology says it is and says it does. I am only opposed to antisocial policies and practices.

It is really a matter of logistics. Your organization scares people. It scares me. There are therefore few people willing to do what needs to be done regarding the organization. I am simply willing to do what I can no matter how scary it is. If there were not so many people afraid of your organization I wouldn't need to do what I can to help.

As you know, the organization has at times terrorized me, it has a policy of revenge, its present owners have a personal hatred for me, and it has acted with its fair game doctrine directing its attitude and acts toward me since and in violation of the settlement. Obviously, then, it is in every way reasonable for me to associate with and help those who have the courage to oppose the organizational beast.

Then there's the religious argument. And its legal corollary: if antisocial acts are religious, then so must be any opposition to antisocial acts.

Then there's the matter of theology.

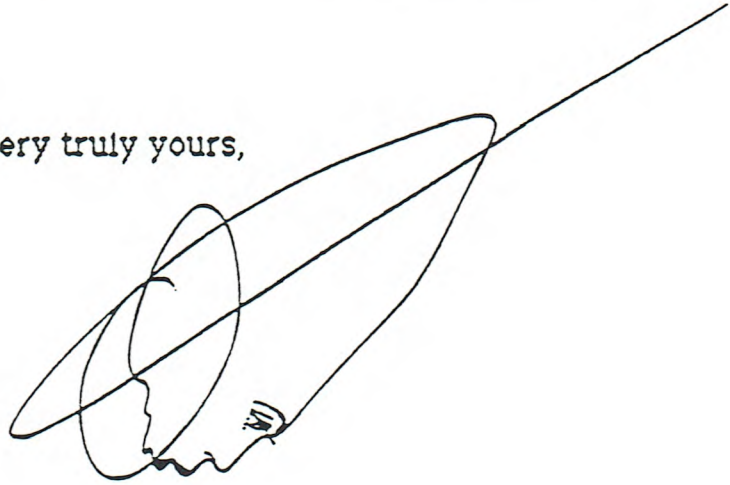
All of which brings me to the matter at hand. You know about compartmentalization, PIs, cutouts, lies and paranoia. There probably are things which can be done to bring the organization's self-destructive

00 30

insitutionalized hatred to a peaceful conclusion. Although you exhibit in your most recent descriptions of me and in your willingness to go beyond mere factual twists, a new and greater animus, I still have an idea that you can do something.

I trust you'll reply.

Very truly yours,

A handwritten signature in black ink, appearing to be 'Gerry Armstrong', written in a cursive style. The signature is positioned to the right of the text 'Very truly yours,' and is partially enclosed by a large, loopy, handwritten flourish that extends upwards and to the right.

Gerry Armstrong
(415)456-8450

EXHIBIT 4

Eric M. Lieberman, Esq.
Rabinowitz, Boudin, Standard,
Krinsky & Lieberman, P.C.
740 Broadway, Fifth Floor
New York, NY 10003-9518

August 22, 1991

Dear Mr. Lieberman:

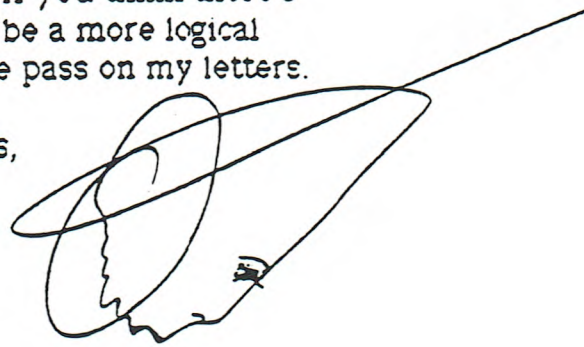
If there be any doubt about the veracity of the facts stated in my letter of yesterday please add these.

Yesterday, after writing you, I returned to Mr. Greene's office. At one point, in the late afternoon while standing outside talking to Mr. Greene, he noticed and pointed out a car perhaps a hundred yards away, across Sir Francis Drake and up a small hill. In it sat a man who at my first glance appeared to be watching us. I ran across SFD, up the hill and approached the car. I could see the man lower an object out of sight. I raised my hands, palms toward him to let him know I meant no harm and was unarmed; in case I had erred in my assessment that the man in the car was an operative, and I was approaching head on at flank speed an innocent innocently eating his dinner. He rolled up the window as I neared. I got very close and looked in the driver's window. He had dark hair, thick, a wiry appearance; i.e., his hair, somewhere in length between yours and mine, and a thick mustache. I couldn't smell his breath because, as I said, the window was rolled up, but I was close enough I imagined it. Height \pm 6'. On the front seat beside him were, inter alia, a video camera and a clipboard and some lawyers' yellow pad sheets. His firearms were clearly out of sight. On the top sheet in pen were written a page of entries with a progression of times beside the entries. I tried to make them out; i.e., the entries, but I was, as you can imagine, freaking out, my pulse was up around 150; not from the short run up the hill but the terror these confrontations strike in me; from a rest rate of \pm 48; and -- the driver, after a few second comm lag started the car and began to drive away. I put my body in front of the car because I wanted to get someone from law enforcement somewhere to do something but he let me know through unmistakable gestures that my body was not about to stop his forward progress so I, and I think in this case wisely, stepped aside and let him flee. I did run alongside the car and was near it when Mr. Greene arrived across SFD and also observed the driver and recorded the number from the car's muddled licence plate. When last seen his weapons were still out of sight; nor have I seen any more of him.

You might recall that when org operatives began their summer of 82 psycho-terror campaign I was able to detain the yellow VW by putting my body in front of it. Times and personalities have changed, the new fearless leader shoots photos of innocents with his 45, and for some totally baffling, unreasonably unreasonable reason you guys hate me. And you all sure act as if a sense of humor isn't a gift from God; and it is. Various people, on order from Hubbard or Miscavige, have tried , inter alia, libel, slander, threats, muscle, sworn false witness, frames, blackmail and betrayal. You can understand my concern at knowing that the top, the top operatives and the legal cutouts are chewing over the acts called for to satisfy the next gradient, while not even bothering to keep in mind what a flaming SP I am and what a threat I am to the future of mankind.

-- You will have probably received by now a report from Terry Gross in your office concerning my call to you of earlier today. If you think there's someone else connected to the organization who might be a more logical person for me to communicate these concerns to, please pass on my letters.

Very truly yours,



Gerry Armstrong
(415)456-8450

HUBBARD COMMUNICATIONS OFFICE
37 Fitzroy Street, London, W.1

HCO POLICY LETTER OF 15 AUGUST 1960
Re-issued from Sthil

Assn Sec
HCO Sec

DEPT OF GOVT AFFAIRS

(Cancels any previous directions to set up a Special Zone Dept)
(This Policy Letter is mandatory all Central Organizations)

There shall be established on a board level and outside the structure of the Central Org and HCO but under the board of HASI Ltd, a new department to be called "The Department of Government Affairs".

More and more, as governments disintegrate under the threat of atomic war and communism, central organizations have had to give high executive time to governmental affairs to the great loss of the organizations themselves. The enturbulence entered into Scientology activities by legal matters, tax matters, and matters of assisting governments to maintain stability, has sapped our time and fixed our attention to our own loss.

Now to remedy this situation, I wish to contain and cordon, in a military sense, this incursion and to prohibit utterly and completely such entrance (of these matters or our own project for governments) into Central Org or HCO comm lines. In other words, Central Orgs and HCOs are run by, for and as Scientology service and activity units and the special Department of Government Affairs shall handle other matters and specifically deny such non-Scientology matters entrance into organizational comm lines.

The Department of Government Affairs shall be headed and directed with a minimum of personnel and shall not be able to call upon the personnel of the Central Org or HCO for further assistance than the relay of communications.

The Director of Government Affairs shall be a fully qualified person of good judgement subject to control of the Board of Directors and shall be subject to the advices and directions of the Board and the HCO and Assn Secretary. Only Washington and South Africa are excluded from supervision of the Dept by the Assn Sec, Org Sec and HCO Sec. In all other offices the Director of Government Affairs shall be subordinate to the Assn Sec and HCO Sec.

Under this department comes the corporation's solicitors, attorneys, chartered accountants and any attorney or accountant hired directly by the corporation for outside legal or tax or filing purposes.

The allotment and issue of shares comes under this department, but the actual invoicing and banking shall be done as always by the Dept of Accounts or, for HCO, by the HCO Secretary.

All contracts, filings with the government, all tax reports and their preparation, corporation minutes, annual meetings, legal papers, suits against and by the corporation, whether HASI Ltd or HCO Ltd, all legal investigatory work and detectives, all contacts with government agents, bureaus and departments, all assistance to governments, messages to governments, handling answers from governments or courts shall be cared for by the Department, whether to advance or protect Scientology or its corporations by government or legal channels.

All legal documents and the Valuable Document files for HCO and HASI shall be kept by the Department in a proper safe in accordance with previous rules written for the keeping and handling of valuable documents.

All share sales reports and all legal, governmental and corporation reports to be made to the boards shall be made to it by this Department.

No shares may be advertised or issued save with the approval of this department.

No contracts, purchases or mortgages may be undertaken without the approval of this Department and then only by the action of this Department.

It is clearly understood that the Department shall not undertake financial management for the Central Org or HCO nor may it direct the Central Org or HCO on purely Scientology affairs or Scientology dissemination except where these may impinge directly upon the government, and even then this Department is enjoined from forcing government laws or rulings upon the Central Org or HCO by threat of danger or ominous advices, nor may the Department employ either solicitors nor accountants who specialize in ominous advices to the Orgs since the Orgs could be discouraged or impeded by such.

* The object of the Department is to broaden the impact of Scientology upon governments and other organizations and is to conduct itself so as to make the name and repute of Scientology better and more forceful. Therefore defensive tactics are frowned upon in the department. We are not trying to make the Central Orgs and HCOs "be good". We are trying to make their reach more secure and effective. Only attacks resolve threats.

* In the face of danger from Govts or courts there are only two errors one can make: (a) do nothing and (b) defend. The right things to do with any threat are to (1) Find out if we want to play the offered game or not, (2) If not, to derail the offered game with a feint or attack upon the most vulnerable point which can be disclosed in the enemy ranks, (3) Make enough threat or clamor to cause the enemy to quail, (4) Don't try to get any money out of it, (5) Make every attack by us also sell Scientology and (6) Win. If attacked on some vulnerable point by anyone or anything or any organization, always find or manufacture enough threat against them to cause them to sue for peace. Peace is bought with an exchange of advantage, so make the advantage and then settle. Don't ever defend. Always attack. Don't ever do nothing. Unexpected attacks in the rear of the enemy's front ranks work best.

Never put the organization on "wait" because of courts or other matters. It's up to the Department to make the actions of HCO Secs and Org Secs right, not enjoin right actions on the HCO and Org Secs.

To win we must have treasure and verve. If a Central Org and HCO function perfectly as service units then treasure and consequent security for the further advance are to hand. If the Department operates with verve and elan, even with rashness, it will afford a screen behind which organizations can work.

Example: BMA attacks Scientology in Australia via the government. Answer: throw heavy communication against the weakest point of the BMA—its individual doctors. Rock them with petitions to have medical laws modified which they are to sign. Couple the BMA attack with any group hated by the government. Attack personally by threats or suits any person signing anything for the BMA. Slam the matter into politics, advance a bill into parliament that strips the BMA of all legal rights by opening healing to all. Make the attack by the BMA look ridiculous. Attack medical practices. Investigate horrible practices loudly. (Always investigate loudly never quietly.) Make the distinct public and governmental impression and BMA impression that they've run into a barrage of arrows or electronic cannon and that continued attack by them will cause their own disintegration. As all this is being done on a thought or idea level the restimulation of their engrams results in the total impression that they are surrounded by their own dead and the battery may fire again at any minute. And if one makes in writing not one slanderous or libelous statement, there is no defense by them. This example is patterned on what just happened and what we did in Australia where we are winning strongly.

The personnel of the Department should be freed of past track legal and governmental overts by the HGC using evening auditing. This is a must or the Department will otherwise attract attacks. Further, the higher the department personnel is raised on "control" through running help, the less action will have to be undertaken by it and the more it will actually accomplish without violent action.

The goal of the Department is to bring the government and hostile philosophies or societies into a state of complete compliance with the goals of Scientology. This is done by high level ability to control and in its absence by low level ability to overwhelm. Introvert such agencies. Control such agencies. Scientology is the only game on Earth where everybody wins. There is no overt in bringing good order.

The offices of the Department, so far as is possible, should be so situated as to bring no government traffic into the main avenues, comm lines or halls of the Central

Organization of HCO or so as to divert it to the maximum extent from said avenues, comm lines and Halls.

The following personnel appointments are made, conditional to acceptance, as Directors of Government Affairs:

United States:	Marilynn Routson	Los Angeles:	Dick Steves
South Africa:	Jack Parkhouse	Australia:	Denny Gogery
London:	George Hay	New Zealand:	Steve Stevens.

In the United States and South Africa the head of the Department of Government Affairs shall be also Trustee or Area Director of the Central Organization while the Org Sec and Assn Sec shall not be, but will be officers of the corporation.

This policy letter and these appointments are prompted by the following facts:

1. My own traffic on government legal affairs is far too heavy and I need help of magnitude on a continental level.
2. HCO Secs and Assn Secs are having difficulty holding down their Orgs and the field because of the time demanded by government affairs.
3. The activity will get heavier rather than lighter.
 - (a) The deterioration of government order is accelerating with consequent confusion in all related affairs;
 - (b) Increasing amounts of order must be maintained by us at a governmental level against the possibility of finding our areas without governments.
4. We are about to file HASI Ltd and HCO Ltd in all areas with the attendant heavy legal and governmental action necessary.
5. We are about to arrange for the release of and the issue of over half a million pounds of shares to the public, thus making heavy demands on legal and government lines.
6. We are about to finance and erect various media of communications, such as radio stations, on the various continents and this will require enormous amounts of liaison and action in such a department.
7. We are about to finance and find new quarters in the United States and such activities come under the new Department.
8. Due to new clearing techniques, our sphere of control is widening. This is purely a case phenomenon, but will be felt heavily by Orgs in the future. It is necessary to provide comm lines for this widening of influence.

LRH:js.gh.cden
Copyright © 1960
by L. Ron Hubbard
ALL RIGHTS RESERVED

L. RON HUBBARD

HUBBARD COMMUNICATIONS OFFICE
Saint Hill Manor, East Grinstead, Sussex

HCO POLICY LETTER OF 22 AUGUST 1960

All Orgs
Sec EDs

DEPT OF GOVT RELATIONS

The Dept of Govt Relations may not use Org personnel for typing and mailing, and may only use Org personnel for reception, switchboard and despatch purposes.

Where numbers of mailing pieces are envisioned or where numbers of outside letters are to be sent by the Dept of Govt Relations, these may be done either by outside agencies or by a full or part time secretary to the Dir of G R. The necessary high appearance of G R letters and mailing pieces does not admit the use of mimeo and G R may not use organizational mimeo machines.

LRH:js.rd
Copyright © 1960
by L. Ron Hubbard
ALL RIGHTS RESERVED

L. RON HUBBARD

00 36

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents: DECLARATION OF GERRY ARMSTRONG REGARDING ALLEGED "TAINT" OF JOSEPH A. YANNY, ESQUIRE on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California: SEE ATTACHED SERVICE LIST

<input checked="" type="checkbox"/>	(By Mail)	I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.
<input type="checkbox"/>	(Personal Service)	I caused such envelope to be delivered by hand to the offices of the addressee.
<input type="checkbox"/>	(State)	I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
<input checked="" type="checkbox"/>	(Federal)	I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

DATED: September 4, 1991



00 37

AZNARAN vs. SCIENTOLOGY

Service List

JOHN C. ELSTEAD
Clifton, Polson & Elstead
6140 Stoneridge Road
Suite 500
Pleasanton, California 94588

EARLE C. COOLEY
Cooley, Manion, Moore & Jones, P.C.
21 Custom House Street
Boston, Massachusetts 02110

ERIC LIEBERMAN
Rabinowitz, Boudin, Standard,
Krinsky & Lieberman, P.C.
740 Broadway at Astor Place
New York, New York 10003-9518

WILLIAM T. DRESCHER
23679 Calabasas Road, Suite 338
Calabasas, California 91302

MICHAEL L. HERTZBERG
740 Broadway at Astor Place
New York, New York 10003-9518

LAURIE J. BARTILSON
Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Hollywood, California 90028

JAMES H. BERRY, JR.
2049 Century Park East
Suite 2750
Los Angeles, California 90067

JOHN J. QUINN
Quinn, Kully & Morrow
520 South Grand Avenue
8th Floor
Los Angeles, California 90071

00 38

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 IN AND FOR THE COUNTY OF MARIN

3 --000--

4
5 **CERTIFIED**
6 **COPY**

5 CHURCH OF SCIENTOLOGY
6 INTERNATIONAL, a California
7 not-for-profit religious
8 corporation,

9 Plaintiff,

10 vs.

No. BC 052395

11 Gerald Armstrong; Does 1-25,
12 inclusive,

13 Defendants.
14 _____/

15 DEPOSITION OF

16 GERALD ARMSTRONG

17 _____
18 Thursday, October 8, 1992

19 VOLUME IV
20
21
22
23
24

25 REPORTED BY: BARBARA H. STOCKFORD, CSR No. 4575

1 MR. GREENE: So as to that one, I instruct
2 you not to answer.

3 MS. BARTILSON: Just so I'm clear, the
4 basis for your instruction is that --

5 MR. GREENE: Work product.

6 MS. BARTILSON: -- is that Mr. Armstrong
7 was acting as your paralegal in his own case?

8 MR. GREENE: In his case, got it.

9 MS. BARTILSON: Q. Did you, at any time
10 since July 22nd, 1992, discuss, however briefly, with
11 either of the Aznarans any matters concerning their own
12 case?

13 A. Broadly, yes.

14 Q. What did you discuss?

15 MR. GREENE: Let me take a break here.

16 (Sotto voce conversation between the witness
17 and Mr. Greene.)

18 MR. GREENE: Go ahead.

19 MS. BARTILSON: Q. After discussing it
20 with your attorney, Mr. Armstrong, what's the answer to
21 your question?

22 A. The extent of those matters was the relaying
23 of a communication from Mr. Greene or back and forth.

24 MS. BARTILSON: Q. You were relaying a
25 communication from Mr. Greene to the Aznarans?

1 A. It may have been that.

2 Q. May have been?

3 A. With the understanding that it could take
4 the form as simple as, "Is your fax machine on?"

5 Q. Did you fax things to the Aznarans?

6 MR. GREENE: Mr. Armstrong, I'm going to
7 instruct you not to answer that question based on
8 attorney-work product privilege.

9 MS. BARTILSON: Q. Did you assemble
10 documents for the purpose of faxing to the Aznarans?

11 MR. GREENE: Same instruction.

12 MS. BARTILSON: Q. Did you receive faxes
13 from the Aznarnans?

14 MR. GREENE: Same instruction.

15 MS. BARTILSON: This is for the work
16 product privilege concerning Mr. Armstrong's case?

17 MR. GREENE: No. Concerning the Aznarans'
18 case.

19 MS. BARTILSON: Concerning the Aznarans'
20 case.

21 MR. GREENE: And based on general privacy
22 concerns of my office --

23 MS. BARTILSON: Privacy concerns of your
24 office. You won't let him tell me whether or not he
25 faxed anything to the Aznarans?

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF MARIN

--000--

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

Plaintiff,

vs.

GERALD ARMSTRONG; DOES 1-25,
inclusive,

Defendants.

**CERTIFIED
COPY**

No. BC 052395

DEPOSITION OF

GERALD ARMSTRONG

Volume III

October 7, 1992

REPORTED BY: LARRY BOSTOW, CSR# 5941

1 MR. GREENE: That's fine. Fine.

2 THE WITNESS: I find it harrowing.

3 MS. BARTILSON: Q. Mr. Armstrong, here's an
4 exhibit that was previously marked in your other
5 deposition. I would like you to take a look at it,
6 please. It's Exhibit 7.

7 MR. GREENE: Do you have a copy for me?

8 MS. BARTILSON: Actually, I think I do on
9 this one.

10 MR. GREENE: Thank you.

11 MS. BARTILSON: Q. You've previously
12 testified you executed this declaration. I just have a
13 couple of additional questions about it that were not
14 asked before.

15 The first question I have is: Did you
16 yourself prepare this declaration? Did you draft it
17 yourself?

18 A. And that has been asked and answered many
19 times in great detail.

20 The answer is "Yes."

21 Q. Not in this case, if it has. Because that's
22 what I have reviewed, is the deposition in this case. It
23 hasn't been asked and answered, I can assure you.

24 Did you prepare it at Mr. Yanny's office?

25 A. Yes.

1 Q. Okay. And did you give it to Mr. Yanny when
2 you completed it and executed it?

3 A. If, by that, you mean had he seen it prior
4 to my execution of it, the answer is "No."

5 Q. No.

6 The question is: Did you give it to him
7 after you had completed it and executed it?

8 A. In addition to showing it to him earlier?

9 Q. In addition to that or nothing.

10 When it was done, did you give it to him?
11 Or did you give it to someone else? What did you do with
12 the original when you completed it and executed it?

13 A. The original was left in his office.

14 Q. And when you left it in his office, was it
15 with the intention that he could take it and use it and
16 file it in court if he so chose to do so?

17 A. Yes.

18 Q. And you expected that he would do that,
19 didn't you?

20 A. Yes.

21 MS. BARTILSON: This one, I have not talked
22 about.

23 I'm going to mark this one Exhibit 9.

24 (Whereupon Plaintiff's

25 Exhibit 9 was marked.)

ARMSTRONG
7-22-92

1 I, GERALD ARMSTRONG, declare and state that:

2 1. I am the defendant and cross-complainant in the
3 case of Church of Scientology of California vs. Gerald Armstrong
4 Los Angeles Superior Court No. C420153. I was a member of
5 Scientology from 1969 to 1981 and have been involved in
6 litigation with various Scientology entities, hereinafter
7 referred to as "the organization", since 1982. I have testified
8 approximately 47 days in trials or depositions in at least 10
9 cases against Scientology. I am very knowledgeable in
10 Scientology litigation and operations, and am qualified to render
11 the opinion in Paragraph 7 below.

12 2. In 1985 and throughout 1986, I worked as a
13 paralegal in the law firm of Flynn, Joyce and Sheridan in Boston
14 Massachusetts. I worked on all the organization-related
15 litigation handled by the firm during that period. Michael Flynn
16 was the prime mover in much of the organization-related
17 litigation throughout the United States until December 1986 when
18 he settled all the cases in which he was involved. I was
19 represented in Armstrong by Flynn, Joyce and Sheridan and the law
20 firm of Contos and Bunch in Woodland Hills, California until the
21 settlement.

22 3. In a declaration I executed December 25, 1990,
23 which I filed in the California Court of Appeal in the
24 organization's appeal (Civ. No. B038975) from a Superior Court
25 ruling unsealing the Armstrong court file, which had been sealed
26 in December, 1986, I detailed the circumstances of and my
27 involvement in the settlement. In that declaration, I waived the
28 attorney-client privilege between Mr. Flynn and me only as to our

1 conversations concerning the settlement, and I reiterate that
2 waiver at this time, and extend it to include my other attorneys.

3 4. During the settlement negotiations and thereafter,
4 I learned from Mr. Flynn, and two other attorneys in both firms
5 which represented me in Armstrong, that all the attorneys who had
6 been involved in the organization-related litigation had agreed,
7 as part of the settlement, to not represent or assist anyone in
8 any future litigation against the organization.

9 5. Each of the law firms involved was also required,
10 as part of the settlement, to turn over to the organization its
11 Scientology-related documentary evidence, as was each of the
12 litigants. Each of the litigants, moreover, was required, as
13 part of the settlement, to not assist any aggrieved party in
14 future litigation against the organization, and to avoid service
15 of process in such litigation. These conditions are stated in
16 the settlement agreement I signed in December 1986, a copy of
17 which is marked and exhibited herewith as Exhibit "1".

18 6. Since the settlement, the organization's attorneys
19 have threatened me on six occasions that I would be sued if I
20 violated the settlement's restrictions. The organization
21 meanwhile has itself violated the letter and spirit of the
22 settlement regarding me on numerous occasions. I have detailed
23 these instances in my December 25, 1990 declaration and a
24 declaration I executed on March 15, 1990 which was also filed in
25 the above-referenced appeal.

26 7. The effects of the December 1986 settlement
27 agreements in the legal community and on future individuals
28 aggrieved by the organization are obvious. Potential attorneys,

1 knowing or learning that they would be denied the documentary
2 evidence which had previously been available, denied assistance
3 from the key witnesses against the organization, and denied
4 assistance from the most knowledgeable attorneys in the world in
5 this field of litigation would be more than reluctant to accept
6 representation of aggrieved individuals. Add to that, the
7 general knowledge in the legal community of the harassive and
8 threatening practices of the organization toward adverse
9 attorneys, and the fact that well respected attorneys such as Mr.
10 Flynn had agreed to an unethical or illegal settlement to escape
11 the litigation, and it is no surprise that this country's
12 attorneys avoid representing the organization's many victims.
13 The victims are effectively cut off from communication with
14 witnesses and access to evidence, and their ability to obtain any
15 legal representation denied.

16 I declare under the penalty of perjury under the laws of the
17 United States and the State of California that the foregoing is
18 true and correct and based on my personal knowledge, except those
19 matters stated on information and belief, and as to those
20 matters, I am informed and believe them to be true.

21 Executed this 16th day of July, 1991, at Los Angeles,
22 California.

23 
24 _____
25 GERALD ARMSTRONG
26
27
28

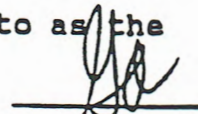
MUTUAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT

1. This Mutual Release of All Claims and Settlement Agreement is made between Church of Scientology International (hereinafter "CSI") and Gerald Armstrong, (hereinafter "Plaintiff") Cross-Complainant in Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153. By this Agreement, Plaintiff hereby specifically waives and releases all claims he has or may have from the beginning of time to and including this date, including all causes of action of every kind and nature, known or unknown for acts and/or omissions against the officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel of CSI as well as the Church of Scientology of California, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Religious Technology Center, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; all Scientology and Scientology affiliated organizations and entities and their officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Author Services, Inc., its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and its trustee; and Mary Sue Hubbard, (all hereinafter collectively referred to as the

Ex. 1.

19.

A.



"Releasees"). The parties to this Agreement hereby agree as follows:

2. It is understood that this settlement is a compromise of doubtful and disputed claims, and that any payment is not to be construed, and is not intended, as an admission of liability on the part of any party to this Agreement, specifically, the Releasees, by whom liability has been and continues to be expressly denied. In executing this settlement Agreement, Plaintiff acknowledges that he has released the organizations, individuals and entities listed in the above paragraph, in addition to those defendants actually named in the above lawsuit, because among other reasons, they are third party beneficiaries of this Agreement.

3. Plaintiff has received payment of a certain monetary sum which is a portion of a total sum of money paid to his attorney, Michael J. Flynn. The total sum paid to Mr. Flynn is to settle all of the claims of Mr. Flynn's clients. Plaintiff's portion of said sum has been mutually agreed upon by Plaintiff and Michael J. Flynn. Plaintiff's signature below this paragraph acknowledges that Plaintiff is completely satisfied with the monetary consideration negotiated with and received by Michael J. Flynn. Plaintiff acknowledges that there has been a block settlement between Plaintiff's attorney, Michael J. Flynn, and the Church of Scientology and Churches and entities related to the Church of Scientology, concerning all of Mr. Flynn's clients who were in litigation with any Church of Scientology or related entity. Plaintiff has received a portion of this block

amount, the receipt of which he hereby acknowledges.

Plaintiff understands that this amount is only a portion of the block settlement amount. The exact settlement sum received by Plaintiff is known only to Plaintiff and his attorney, Michael J. Flynn, and it is their wish that this remain so and that this amount remain confidential.



Signature line for Gerald Armstrong

4. For and in consideration of the above described consideration, the mutual covenants, conditions and release contained herein, Plaintiff does hereby release, acquit and forever discharge, for himself, his heirs, successors, executors, administrators and assigns, the Releasees, including Church of Scientology of California, Church of Scientology International, Religious Technology Center, all Scientology and Scientology affiliated organizations and entities, Author Services, Inc. (and for each organization or entity, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel); L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and trustee; and Mary Sue Hubbard, and each of them, of and from any and all claims, including, but not limited to, any claims or causes of action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153 and all demands, damages, actions and causes of actions of every kind and nature, known or unknown,

for or because of any act or omission allegedly done by the Releasees, from the beginning of time to and including the date hereof. Therefore, Plaintiff does hereby authorize and direct his counsel to dismiss with prejudice his claims now pending in the above referenced action. The parties hereto will execute and cause to be filed a joint stipulation of dismissal in the form of the one attached hereto as Exhibit "A".

A. It is expressly understood by Plaintiff that this release and all of the terms thereof do not apply to the action brought by the Church of Scientology against Plaintiff for Conversion, Fraud and other causes of action, which action has already gone to trial and is presently pending before the Second District, Third Division of the California Appellate Court (Appeal No. B005912). The disposition of those claims are controlled by the provisions of the following paragraph hereinafter.

B. As of the date this settlement Agreement is executed, there is currently an appeal pending before the California Court of Appeal, Second Appellate District, Division 3, arising out of the above referenced action delineated as Appeal No. B005912. It is understood that this appeal arises out of the Church of Scientology's complaint against Plaintiff which is not settled herein. This appeal shall be maintained notwithstanding this Agreement. Plaintiff agrees to waive any rights he may have to take any further appeals from any decision eventually reached by the Court of Appeal or any rights he may have to oppose (by responding brief or any other means) any further appeals taken by the Church of

Scientology of California. The Church of Scientology of California shall have the right to file any further appeals it deems necessary.

5. For and in consideration of the mutual covenants, conditions and release contained herein, and Plaintiff dismissing with prejudice the action Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153, the Church of Scientology of California does hereby release, acquit and forever discharge for itself, successors and assigns, Gerald Armstrong, his agents, representatives, heirs, successors, assigns, legal counsel and estate and each of them, of and from any and all claims, causes of action, demands, damages and actions of every kind and nature, known or unknown, for or because of any act or omission allegedly done by Gerald Armstrong from the beginning of time to and including the date hereof.

6. In executing this Agreement, the parties hereto, and each of them, agree to and do hereby waive and relinquish all rights and benefits afforded under the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7. Further, the undersigned hereby agree to the following:

A. The liability for all claims is expressly denied by the parties herein released, and this final compromise and

settlement thereof shall never be treated as an admission of liability or responsibility at any time for any purpose.

B. Plaintiff has been fully advised and understands that the alleged injuries sustained by him are of such character that the full extent and type of injuries may not be known at the date hereof, and it is further understood that said alleged injuries, whether known or unknown at the date hereof, might possibly become progressively worse and that as a result, further damages may be sustained by Plaintiff; nevertheless, Plaintiff desires by this document to forever and fully release the Releasees. Plaintiff understands that by the execution of this release no further claims arising out of his experience with, or actions by, the Releasees, from the beginning of time to and including the date hereof, which may now exist or which may exist in the future may ever be asserted by him or on his behalf, against the Releasees.

C. Plaintiff agrees to assume responsibility for the payment of any attorney fee, lien or liens, imposed against him past, present, or future, known or unknown, by any person, firm, corporation or governmental entity or agency as a result of, or growing out of any of the matters referred to in this release. Plaintiff further agrees to hold harmless the parties herein released, and each of them, of and from any liability arising therefrom.

D. Plaintiff agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other

similar form, any writing or to broadcast or to assist another to create, write, film or video tape or audio tape any show, program or movie, or to grant interviews or discuss with others, concerning their experiences with the Church of Scientology, or concerning their personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff expressly understands that the non-disclosure provisions of this subparagraph shall apply, inter alia, but not be limited, to the contents or substance of his complaint on file in the action referred to in Paragraph 1 hereinabove or any documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 1 above. The attorneys for Plaintiff, subject to the ethical limitations restraining them as promulgated by the state or federal regulatory associations or agencies, agree not to disclose any of the terms and conditions of the settlement negotiations, amount of the

settlement, or statements made by either party during settlement conferences. Plaintiff agrees that if the terms of this paragraph are breached by him, that CSI and the other Releasees would be entitled to liquidated damages in the amount of \$50,000 for each such breach. All monies received to induce or in payment for a breach of this Agreement, or any part thereof, shall be held in a constructive trust pending the outcome of any litigation over said breach. The amount of liquidated damages herein is an estimate of the damages that each party would suffer in the event this Agreement is breached. The reasonableness of the amount of such damages are hereto acknowledged by Plaintiff.

E. With exception to the items specified in Paragraph 7(L), Plaintiff agrees to return to the Church of Scientology International at the time of the consummation of this Agreement, all materials in his possession, custody or control (or within the possession, custody or control of his attorney, as well as third parties who are in possession of the described documents), of any nature, including originals and all copies or summaries of documents defined in Appendix "A" to this Agreement, including but not limited to any tapes, computer disks, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above, all evidence of any nature, including evidence obtained from the named defendants through discovery, acquired for the purposes of this lawsuit or any lawsuit, or acquired for any other purpose

concerning any Church of Scientology, any financial or administrative materials concerning any Church of Scientology, and any materials relating personally to L. Ron Hubbard, his family, or his estate. In addition to the documents and other items to be returned to the Church of Scientology International listed above and in Appendix "A", Plaintiff agrees to return the following:

(a) All originals and copies of the manuscript for the work "Excalibur" written by L. Ron Hubbard;

(b) All originals and copies of documents commonly known as the "Affirmations" written by L. Ron Hubbard; and

(c) All documents and other items surrendered to the Court by Plaintiff and his attorneys pursuant to Judge Cole's orders of August 24, 1982 and September 4, 1982 and all documents and other items taken by the Plaintiff from either the Church of Scientology or Omar Garrison. This includes all documents and items entered into evidence or marked for identification in Church of Scientology of California v. Gerald Armstrong, Case No. C 420 153. Plaintiff and his attorney will execute a Joint Stipulation or such other documents as are necessary to obtain these documents from the Court. In the event any documents or other items are no longer in the custody or control of the Los Angeles Superior Court, Plaintiff and his counsel will assist the Church in recovering these documents as quickly as possible, including but not limited to those tapes and other documents now in the possession of the United States District Court in the case of United States v. Zolin, Case No. CV

85-0440-HLH(Tx), presently on appeal in the Ninth Circuit Court of Appeals. In the event any of these documents are currently lodged with the Court of Appeal, Plaintiff and his attorneys will cooperate in recovering those documents as soon as the Court of Appeal issues a decision on the pending appeal.

To the extent that Plaintiff does not possess or control documents within categories A-C above, Plaintiff recognizes his continuing duty to return to CSI any and all documents that fall within categories A-C above which do in the future come into his possession or control.

F. Plaintiff agrees that he will never again seek or obtain spiritual counselling or training or any other service from any Church of Scientology, Scientologist, Dianetics or Scientology auditor, Scientology minister, Mission of Scientology, Scientology organization or Scientology affiliated organization.

G. Plaintiff agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals, or entities listed in Paragraph 1 above. Plaintiff also agrees that he will not cooperate in any manner with any organizations aligned against Scientology.

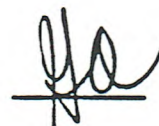
H. Plaintiff agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Plaintiff shall not make

himself amenable to service of any such subpoena in a manner which invalidates the intent of this provision. Unless required to do so by such subpoena, Plaintiff agrees not to discuss this litigation or his experiences with and knowledge of the Church with anyone other than members of his immediate family. As provided hereinafter in Paragraph 18(d), the contents of this Agreement may not be disclosed.

I. The parties hereto agree that in the event of any future litigation between Plaintiff and any of the organizations, individuals or entities listed in Paragraph 1 above, that any past action or activity, either alleged in this lawsuit or activity similar in fact to the evidence that was developed during the course of this lawsuit, will not be used by either party against the other in any future litigation. In other words, the "slate" is wiped clean concerning past actions by any party.

J. It is expressly understood and agreed by Plaintiff that any dispute between Plaintiff and his counsel as to the proper division of the sum paid to Plaintiff by his attorney of record is between Plaintiff and his attorney of record and shall in no way affect the validity of this Mutual Release of All Claims and Settlement Agreement.

K. Plaintiff hereby acknowledges and affirms that he is not under the influence of any drug, narcotic, alcohol or other mind-influencing substance, condition or ailment such that his ability to fully understand the meaning of this Agreement and the significance thereof is adversely affected.

A handwritten signature in dark ink, appearing to be 'Jo' or 'Joan', written over a horizontal line.

L. Notwithstanding the provisions of Paragraph 7(E) above, Plaintiff shall be entitled to retain any artwork created by him which concerns or relates to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above provided that such artwork never be disclosed either directly or indirectly, to anyone. In the event of a disclosure in breach of this Paragraph 7(L), Plaintiff shall be subject to the liquidated damages and constructive trust provisions of Paragraph 7(D) for each such breach.

8. Plaintiff further agrees that he waives and relinquishes any right or claim arising out of the conduct of any defendant in this case to date, including any of the organizations, individuals or entities as set forth in Paragraph 1 above, and the named defendants waive and relinquish any right or claim arising out of the conduct of Plaintiff to date.

9. This Mutual Release of All Claims and Settlement Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital. This Agreement may be amended only by a written instrument executed by Plaintiff and CSI. The parties hereto have carefully read and understand the contents of this Mutual Release of All Claims and Settlement Agreement and sign the same of their own free will, and it is the intention of the parties to be legally bound hereby. No other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically

incorporated herein shall be deemed to in any way exist or bind any of the parties hereto.

10. Plaintiff agrees that he will not assist or advise anyone, including individuals, partnerships, associations, corporations, or governmental agencies contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 1 of this Agreement.

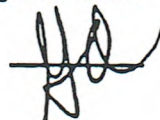
11. The parties to this Agreement acknowledge the following:

A. That all parties enter into this Agreement freely, voluntarily, knowingly and willingly, without any threats, intimidation or pressure of any kind whatsoever and voluntarily execute this Agreement of their own free will;

B. That all parties have conducted sufficient deliberation and investigation, either personally or through other sources of their own choosing, and have obtained advice of counsel regarding the terms and conditions set forth herein, so that they may intelligently exercise their own judgment in deciding whether or not to execute this Agreement; and

C. That all parties have carefully read this Agreement and understand the contents thereof and that each reference in this Agreement to any party includes successors, assigns, principals, agents and employees thereof.

12. Each party shall bear its respective costs with respect to the negotiation and drafting of this Agreement and



all acts required by the terms hereof to be undertaken and performed by that party.

13. To the extent that this Agreement inures to the benefit of persons or entities not signatories hereto, this Agreement is hereby declared to be made for their respective benefits and uses.

14. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

15. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

16. In the event any provision hereof be unenforceable, such provision shall not affect the enforceability of any other provision hereof.

17. All references to the plural shall include the singular and all references to the singular shall include the plural. All references to gender shall include both the masculine and feminine.

18.(A) Each party warrants that they have received independent legal advice from their attorneys with respect to the advisability of making the settlement provided for herein and in executing this Agreement.

(B) The parties hereto (including any officer, agent, employee, representative or attorney of or for any party) acknowledge that they have not made any statement,

representation or promise to the other party regarding any fact material to this Agreement except as expressly set forth herein. Furthermore, except as expressly stated in this Agreement, the parties in executing this Agreement do not rely upon any statement, representation or promise by the other party (or of any officer, agent, employee, representative or attorney for the other party).

(C) The persons signing this Agreement have the full right and authority to enter into this Agreement on behalf of the parties for whom they are signing.

(D) The parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement. Nothing herein shall be construed to prevent any party hereto or his respective attorney from stating that this civil action has been settled in its entirety.

(E) The parties further agree to forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this Agreement.

19. Plaintiff has been fully advised by his counsel as to the contents of this document and each provision hereof. Plaintiff hereby authorizes and directs his counsel to dismiss with prejudice his claims now pending in the action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153.

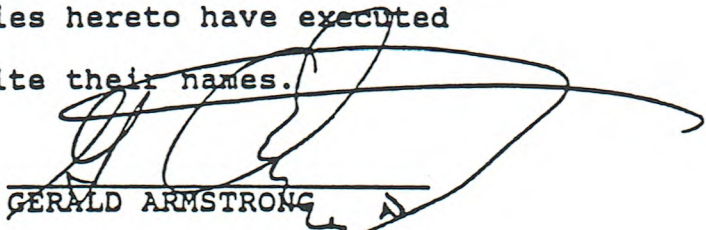
20. Notwithstanding the dismissal of the lawsuit pursuant to Paragraph 4 of this Agreement, the parties hereto agree that the Los Angeles Superior Court shall retain

jurisdiction to enforce the terms of this Agreement. This Agreement may be enforced by any legal or equitable remedy, including but not limited to injunctive relief or declaratory judgment where appropriate. In the event any party to this Agreement institutes any action to preserve, to protect or to enforce any right or benefit created hereunder, the prevailing party in any such action shall be entitled to the costs of suit and reasonable attorney's fees.

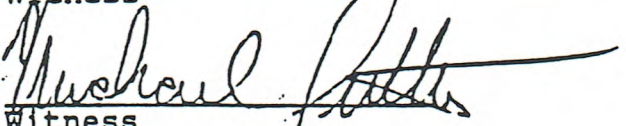
21. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date opposite their names.

Dated: December 6, 1985

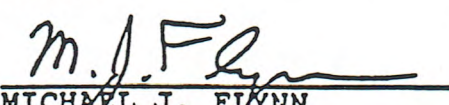

GERALD ARMSTRONG


Witness

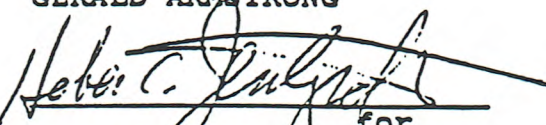

Witness

Dated: 12/6/86

APPROVED AS TO FORM AND
CONTENT:


MICHAEL J. FLYNN
Attorney for
GERALD ARMSTRONG

Dated: December 11, 1986


for
CHURCH OF SCIENTOLOGY
INTERNATIONAL

Declaration of Gerald Armstrong

I, Gerald Armstrong, declare:

1. I have been advised by attorney Joseph A. Yanny that he has been sued by one or more Scientology entities, hereinafter referred to as "the organization," for inducing me to breach a settlement agreement I entered into with the organization in December 1986. I am making this declaration to show that this allegation is in every respect untrue.

2. I received a telephone call from Mr. Yanny to my answering machine on or about July 10, 1991. He left a message which simply said, "I need your help." I

(2)

called him back at which time he reiterated his request for my help and explained that because of organization machinations (which have been detailed in other declarations by other parties), Rick and Vicki Azmaran, plaintiffs and counter-defendants against the organization had been induced to fire their attorney, Ford Greene, and that Mr. Yanny had come into the case to ensure they had legal representation. Mr. Yanny also expressed during this conversation some personal concerns, which will remain private and confidential

(3)

between Mr. Yonny and me.

3. I told Mr. Yonny at that time that I would help and that I would travel to Los Angeles on July 12. & I asked him for five hundred dollars to cover my expenses, and told him he could consider it as purchase of stock in the Gerald Armstrong Corporation (TGAC). I also counseled Mr. Yonny at that time regarding his personal spiritual difficulties. (TGAC is a California Corporation in which, although it bears my name and I am its active officer,

(4)
I own no stock.)

4. I did travel to Los Angeles, did stay at Mr. Yanny's home, did work in his office on July 15 and 16, and did write and execute a declaration on July 16 giving my knowledge of the effect of the December 1986 group settlement agreements on the ability of the Azranone and other individuals victimized by the organization to obtain proper legal representation. I also discussed with Mr. Yanny literary and

(5.)

artistic matters, areas of the law, as a copyright and trademark attorney, in which he has expertise. The majority of my time with Mr. Yonny concerned spiritual matters, an area in which I have expertise.

5. I refer this Court to my declarations of March 15, 1990 and December 25, 1990, and the exhibits thereto. These declarations detail the circumstances at the time of the December 1986 settlement and the many instances subsequently

⑥
when I was attacked
or threatened by the
organization in violation
of the settlement agreements.
These declarations make it
very clear that I consider
I have a right to counter
the organization's attacks,
to speak out against
its policy of "fair game"
and assaults on the
basic rights of individuals,
and to assist those
whom I would depend
on for protection against
the organization's legal
and extra-legal might
and antisocial acts.
It is therefore the org-

⑦

organization itself which induced me, if I was induced by any human agency to do anything which the organization might consider a breach of the settlement agreement.

6. But more than a desire to protect myself or right the organization's unjust acts towards me, however, I helped Mr. Yanny for the simple reason that he asked. I will do the same for anyone. The organization is aware of this fact because it received my letter of

(8)

June 21, 1991, a copy of which will accompany this declaration as Exhibit 1, and acknowledged the letter's receipt in their letter of July 3, 1991, a copy of which will accompany this declaration as Exhibit 2. It is not only the right of all men to respond to requests for help, it is our essence. If I was induced, therefore, to help Mr. Yanny, or anyone else, it was our Creator who induced me. Mr. Yanny, unlike the organization, was not aware of my dedication to helping my fellow humans, did not know of my June

21, 1991 letter, so acted
in innocence. (9.)


7. I do not ask for
or expect a fee for my
help, although generally
I do not refuse whatever
is given me. I know
that I am sustained
completely by the Great
Coordinator Who sends to
me whomever He wants me
to help. I therefore can-
not be induced by money
or whatever anyone can
offer me.

I declare under the
pain and penalty of perjury
under the laws of the
State of California that
the foregoing is true and

10

correct.

Executed this 19th day
of July at New York, New
York.



Gerald Armstrong

June 21, 1991

Eric M. Lieberman, Esq.
Rabinowitz, Boudin, etc.
740 Broadway, Fifth floor
New York, NY 10003

Via Federal Express

Dear Mr. Lieberman:

I received a call yesterday from Malcolm Rothling, the plaintiff in a defamation case against the organization in South Africa. He asked me to testify at the trial in early August.

(2)

After listening to his story and his understanding of organization philosophy and practises I agreed. I said, however, that I would first attempt to bring about a peaceful resolution of the Scientology-ogy conflict. Hence I'm writing you.

You will receive a photocopy of this letter because the original of my significant holographs are the property of a third party corporation by

(3.)

contract. I will, nevertheless, sign the photocopy, not so much because you or the organization representatives might doubt that I am the writer, but to add fifteen dollars to the value of your archive.

And all of that is just another way of saying that serious matters are nothing to lose a sense of humor over.

I am certain that the Nothing matter

(4)

can be resolved easily with the following organizational actions:

1. A sincere public apology for its "declare" and other antisocial acts.

2. A sincere, public and complete repudiation of "fair" game," philosophy of attack, vengeance and hatred, and elimination from Scientology literature of all policies advocating such philosophy.

3. Monetary settlement.

Mr. Nothling says he has no hope that the organization would do

(5.)

any of 1-3; and I recognize that it has exhibited no sign of rethinking its antisocial philosophy and practices. I also recognize that someday it will, and I do what I do because I believe it can be without, and not compelled by, a great human tragedy.

Thus far the organization has attempted to solve its problems with aggrieved individuals with mere monetary settlements and the occasional insin-

(6.)

ere announcement; e.g.,

Ted Hubbard's famous elimination of the term "fair game," because it "causes bad PR," or the more recent blaming of the GO for all things bad and bastardly. And so the organization has brought upon itself more problems and made more aggrieved individuals who seek sincerity but end up taking insincerity and money.

Because I will go wherever my help is
if asked for I will
continue until the

⑦
organization sincerely den-
ounces "fair" game" in
all its forms, or kills
me. It should be under-
stood that I have many
things to do in my work,
far more important than
the application of ethics
to the organization of Sci-
entology. I do this
because it is asked of
me by those aggrieved.
When there are no longer
any aggrieved asking for my
help I will do something
else. Clearly there are
others aggrieved by other
organizations or nations who

③
can use my help. They
simply have not asked
for it. It may be
that the Scientology issue
must be resolved in my
life before I am called
to help the others. I
am not, and I'm sure
you're also not, unaware
that the organization has
used my willingness to
respond to requests for
my help to entrap me
and attack me. The
only observable effect of
the organization's ops and
web of deceit has been
an increasing willingness

(9)
to help those likewise
aggrieved by them.

I truly believe that
the organization's problems
can be easily eliminated.
It can only be done phil-
osophically; and since
its philosophy contains
within it the philosophical
idea that its philosophy
cannot be changed, it
continues to appear that
nothing can be done.
That fact does not make
a philosophic shift
difficult, it simply
means that it's a

pretty silly ^(10.) philosophy.

Hubbard didn't have any original ideas just because there are ~~or~~ no original ideas. There are only two ideas and Hubbard chose the least effective and most boring of the two; the same idea which prevails in society. He wasn't worse than everyone else; he was the same. Scientology, by espousing the same idea as Hubbard and everyone else is ineffective and boring.

The real opposition is to Scientology's insistence

(11)
that it is a religion. It
isn't. It could be, but
it isn't. And it isn't
no matter what any gov-
ernment says it is, or
any court or any lawyer.

Almost the last people
you'd want determining
what is or is not a rel-
igion are judges and
lawyers, since their
profession depends on conflict,
which within a religion
cannot exist.

Among all human
activities there is only
one which is religious —
forgiveness. And that,

(12.)
technically, and in every sense,
is the recognition that
what needs to be forgiven
didn't happen. It is
somewhat difficult, of
course, for the organiz-
ation, which uses people's
posts against them, to
understand this simple
fact.

I am certain that
Hubbard caught a glimmer
of this understanding,
but did not triumph
over his fear so chose
instead of forgiveness, con-
demnation. There is
nothing within that

choice which threatens reality, or for which Hubbard should be condemned. It is merely not religion.

All of the things the organization does can be done by non-religious organizations or individuals. But forgiveness can only be done by the religious. Scientology, by publishing and defending its policy of unforgiveness; i.e., "fair game," "attack the attacker," SP declares, sec checks, lower conditions, etc., etc., is not to be condemned;

(14)

it is to be forgiven; but
it is not a religion.

A church's only function
is forgiveness and sanctuary.
Since Scientology collects the
facts of its members' past,
for control, or any purpose,
it is not a church. The
lawyers and courts may
call it a church, but
it is like any non-church
organization; e.g., KGB,
the republican party, etc.

A church to be a church
cannot maintain a course
of action. Others, carrying
out their purpose, might

(15)

choose to defend it, but
a church, to be a
church, would not
defend itself. Of course,
an organization with a
stated senior policy that
the best defense is attack,
cannot be a church.

The world would
welcome Scientology's doing
something effective, yet
condemnation, attack and
hatred are without effect,
and so the world continues
to wait. And the
Scientologists continue the
boredom of unforgiving

(16)

lives, and the lawyers
and the few in control
get rich and stay bored.

And yes there are un-
forgiving and bored on
both sides. But the

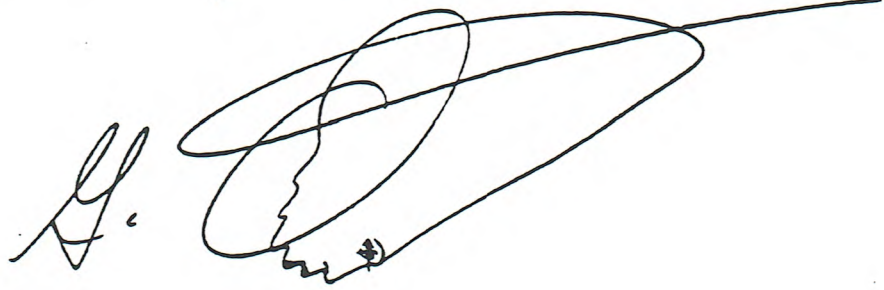
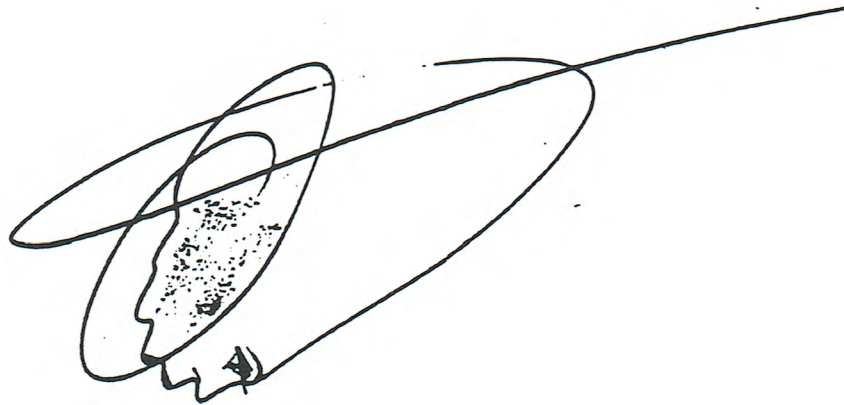
forgiving are on no side.
And I go where I'm asked
to help. You haven't
asked but I hope this
helps anyway.

Mr. Rothling will call
me in about a week.
I'll be reachable until
then at (604) 795-5852.

(17.)

I believe you understand
whence I come, and I
believe someone can do
something.

Very truly yours,

A handwritten signature in cursive script, starting with 'H. C.' followed by a name that is partially obscured by a large, sweeping oval flourish. The signature is written in dark ink on a white background.A second handwritten signature, identical in style to the one above, also starting with 'H. C.' and followed by a name obscured by a large, sweeping oval flourish. This signature is also in dark ink on a white background.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

--oOo--

CHURCH OF SCIENTOLOGY)	
INTERNATIONAL, a California)	
Not-For-Profit Religious)	
Corporation,)	
)	
Plaintiff,)	
)	
vs.)	Case No. BC-052395
)	
GERALD ARMSTRONG, THE GERALD)	
ARMSTRONG CORPORATION, a)	
California Corporation, Does 1-25,)	
inclusive,)	
)	
Defendants.)	

Reporter's Transcript of Oral Deposition

GERALD ARMSTRONG

Friday, August 19, 1994

VOLUME VII

Pages 793 through 945

Reported By: Rosalie E. Stefani
CSR No. 3215

1 degree.

2 Q. At the time you prepared this letter you
3 understood that Mr. Nothling was engaged in litigation
4 with one or more Church of Scientology entities?

5 A. Right.

6 Q. And that litigation was pending where?

7 A. In South Africa.

8 Q. Incidentally, did you also send this letter
9 to Mr. Leipold?

10 A. Yes.

11 Q. Daniel Leipold?

12 A. Yes.

13 Q. Did you volunteer to send this letter?

14 A. I'm not sure -- what was your question?

15 Q. I'll withdraw the question. Did you have
16 any conversations with Malcolm Nothling before you sent
17 this letter?

18 A. Yes.

19 Q. And when was the first such conversation?

20 A. In or about, I think, June of 1991.

21 Q. Do you remember the substance of the
22 conversation?

23 A. I was in Canada at the time, and
24 Mr. Nothling called me and requested that I testify at his
25 trial, which was then set for, I believe, August, 1991.

1 Q. Yes?

2 A. So, at that time, Mr. Nothling -- I asked
3 him -- or I believe I asked him but, in any case, he
4 described to me what his case was about and said that he
5 hadn't been able to get anyone to testify. And so I
6 agreed at that time -- tentatively, I agreed to testify.
7 I said that I would try to see if it could be resolved
8 without the need for -- need to fly there and testify, and
9 he agreed that that was -- you know, go ahead and give it
10 your best shot. So that's what I did with my letter,
11 which is attached.

12 Thereafter, Mr. Nothling and I spoke a number of
13 times into July of 1991 essentially to coordinate and
14 handle the logistics of getting me to South Africa.

15 Q. Do you recall anymore details of any such
16 conversations?

17 A. Thereafter, while I was in South Africa, I
18 lived with Mr. Nothling and his family, and we spoke many
19 times through that period of related matters. And during
20 the time that I was in South Africa, which was somewhere
21 around, I believe, two and a half or three weeks, probably
22 three weeks, I communicated both with him and with his
23 lawyers in South Africa.

24 Q. You went to South Africa for the purpose of
25 testifying in aid of Mr. Nothling, right?

1 A. Right.

2 Q. And you understood that he was a plaintiff
3 in the litigation involving Church of Scientology
4 entities, correct?

5 A. Right.

6 Q. And he didn't subpoena you, did he?

7 A. Yes, I did receive a subpoena once I
8 arrived in South Africa.

9 Q. And when did you first learn that you would
10 receive a subpoena in connection with the Nothling matter?

11 A. Although I don't have a specific date, I
12 know that it was issued at some point when I was there.

13 Q. All right, but was there an arrangement
14 that you -- or understanding that you entered into that
15 you would receive a subpoena when you arrived in South
16 Africa?

17 A. Not prior to my arrival.

18 Q. Who paid for your plane fare to South
19 Africa?

20 A. To my knowledge, Mr. Nothling.

21 Q. Did you furnish any documents to
22 Mr. Nothling before you went to South Africa?

23 A. It's my recollection that the only
24 documents furnished to him were a copy of my letter, which
25 I believe I sent to him at that time, my recollection,

1 and -- although that may have waited until I got to South
2 Africa. I'm just not certain at this moment. And there
3 may have been documents relating to my travel, although
4 that, again, I have no positive recollection of.

5 Q. When you say "your letter" are you
6 referring to what has been marked as exhibit 18?

7 A. Well, attached to exhibit 18 is a letter of
8 June 21, 1991, which I wrote, and it concerned my attempt
9 to resolve the Scientology conflict without there being
10 the need to testify.

11 Q. You're referring to a handwritten letter
12 dated June 21, 1991 addressed to Eric Lieberman, Esq.?

13 A. Yeah.

14 Q. On the last page, is that your signature,
15 G, period, and then some form of Armstrong?

16 A. That's my signature.

17 Q. All right, under "very truly yours"?

18 A. Yes.

19 Q. And you wrote the entirety of this 17-page
20 letter?

21 A. Yes.

22 Q. You wrote it on behalf of Mr. Nothling?

23 A. No, it's really on -- I mean, his case
24 precipitated it, and I hoped that it might work to resolve
25 his case, but it really was written not as a -- me

1 find, produce.

2 MR. HERTZBERG: Off the record.

3 (Discussion off the record)

4 MR. HERTZBERG: Read back the last -- oh,
5 he has agreed to search, right?

6 MR. GREENE: Right.

7 MR. HERTZBERG:

8 Q. With reference to exhibit 18,
9 Mr. Armstrong, did you discuss this letter with
10 Mr. Nothling before you sent it?

11 A. Here we're referring to the first letter
12 dated December 22, 1992, correct?

13 Q. Yes, with the attachment.

14 A. Right. This was precipitated by the
15 announcement that Mr. Nothling's trial was again set for a
16 particular date. And my recollection is that I said that
17 I would one more time try to resolve it without my having
18 to travel to South Africa.

19 Q. And you expressed that desire to whom?

20 A. Well, I expressed it in -- you asked me
21 about a communication with Mr. Nothling. I thought that's
22 what we were talking about, so that's what I was referring
23 to, but I also expressed it within the letter, itself.
24 That's the other expression of it. So if you're meaning
25 that I expressed it to all of the intended recipients of

1 the letter, itself, --

2 Q. And in settling Mr. Nothling's case you
3 were seeking to have the church capitulate in some form in
4 that litigation, right?

5 MR. GREENE: Objection, vague and
6 ambiguous.

7 THE WITNESS: Yeah, I don't see it as a
8 capitulation. I see it as the standing up and not
9 capitulating, so we see that differently but, you know,
10 moving from that hard position of attack the attacker, I
11 would not see as capitulating.

12 MR. HERTZBERG: Well, let's be more
13 specific.

14 Q. Look at page six of exhibit 18, Arabic
15 number one, in the middle of the page, following the
16 phrase "here is my proposal." One, settle the Nothling
17 case. What did you intend when you wrote that to be the
18 manner in which the case was settled?

19 A. Well, I think "settling," that is an honest
20 agreement between the parties that both parties can live
21 by which eliminates the conflict in the legal arena
22 between the parties.

23 Q. I want you to be more specific,
24 Mr. Armstrong. Maybe you didn't understand my question.
25 I'm asking you a very precise question focused very

1 specifically on what you meant when you wrote on page six
2 of this letter, "settle the Nothling case." What did you
3 intend to be the settlement?

4 A. What I mean -- well, I didn't intend --
5 it's up to the parties. I don't -- I did not get into a
6 discussion and have no care in the world as to what the
7 terms of the settlement are, but I understand what a
8 settlement is, and so that's what I meant by settlement.
9 I mean, where the parties honestly and not -- you know,
10 your idea of settlement is something different from mine,
11 but I meant my concept with regard to settlement.

12 Q. I see. Actually, the only concept of
13 settlement that's relevant in this case is what the courts
14 think, but let's focus again on the efforts you were
15 making here in your December 22nd, 1992 letter.

16 Would you have considered it, say, if the
17 settlement had consisted of Mr. Nothling paying a sum of
18 \$100,000 to the church parties; that would have been all
19 right with you?

20 A. I did not consider that as an option, and I
21 did not even get into the consideration of what made
22 sense.

23 I understood at that point that Mr. Nothling had
24 in pursuit of his claims probably run up a reasonable
25 attorney's bill. So that is, in my mind, as I'm in the

1 same situation myself, whether I consider that settlement
2 is not -- okay, we'll stop beating on you, Gerald
3 Armstrong; isn't that a nice settlement.

4 No, settlement is something that is reasonable
5 and agreed to, but I did not get into the consideration
6 of, well, if Mr. Nothling pays them, that's fine, but do I
7 -- you want to ask me from my -- from my understanding of
8 things legal and the way things work in the legal
9 business, do you want --

10 Q. No, I don't.

11 A. Okay, right.

12 Q. I want you to look at the second paragraph,
13 which is bearing Arabic number one on page six, and I'll
14 read it to you:

15 Malcolm Nothling has a claim and has survived a
16 lot to get to trial. His costs, not much by U.S.
17 litigation standards, must be recognized, and he must be
18 made whole financially, ethically and publicly. I am
19 convinced that his daughter, but for your control of her
20 mother and her life, would enjoy a healthy, loving
21 relationship with her father. Therefore, you must do
22 whatever is within your power to reunite them. You wrote
23 that?

24 A. Right.

25 Q. Isn't that what you considered to be the

1 acceptable parameters for a settlement of the Nothling
2 case?

3 A. This is what I understand to be the facts.
4 You do with it what you consider --

5 Q. Well, I'm asking you, Mr. Armstrong, to
6 look at your own letter of December 22nd and juxtapose the
7 phrase "settle the Nothling case" with the first full
8 paragraph that follows that, which I have just read, and
9 tell me whether that descriptive paragraph does not inform
10 what you meant when you said earlier, settle the Nothling
11 case, yes or no?

12 A. Absolutely. These are the facts which
13 underlie it, and those are the things which in my
14 estimation ought to be considered.

15 Q. All right.

16 A. But what you do -- I am looking at it from
17 the viewpoint of I am involved. I am involved in all of
18 these things. I'm involved as a friend of Ed Roberts. I
19 have been asked one more time to testify in the Nothling
20 case. What makes sense to me? How can I do what makes
21 sense to resolve this?

22 Now, I understand that I'm talking to people who
23 just don't want to hear this, but at least I'm
24 communicating what makes sense to me and I think in a
25 rational way, and too bad if they don't want to hear it,

1 but they should.

2 Q. Too bad if the church doesn't want to hear
3 it?

4 A. Too bad, yeah.

5 Q. Yeah, and you -- you felt that Mr. Nothling
6 was the party that was entitled to receive justice in this
7 matter, wasn't he?

8 A. Yep. From what I know of the circumstances
9 and having gone through some of the things that happened
10 to him, knowing the effect of declares, knowing the effect
11 of the isolation, and disconnection actions, yeah. And
12 they're in a position to do something about it -- the
13 organization can.

14 Q. And having made that evaluation you felt,
15 at the least, that what you called the organization should
16 furnish Mr. Nothling with his costs, correct?

17 A. I'm simply saying that --

18 Q. Yes or no, his costs?

19 A. It says what it says.

20 Q. All right. So we can agree before I move
21 on, then, what you felt would be a just result would
22 involve the settlement along the terms that you outlined
23 in the full paragraph numbered one at the bottom of page
24 six of your December 22nd letter, right?

25 MR. GREENE: The document speaks for

1 itself.

2 MR. HERTZBERG: All right, I'll accept that
3 characterization unless he's disavowing it.

4 THE WITNESS: No, this is what I have said.

5 MR. HERTZBERG: All right.

6 Q. When was the most recent conversation you
7 had with Malcolm Nothling?

8 A. I would say two weeks ago.

9 Q. And what was the occasion of that
10 conversation?

11 A. He called to let me know that there had
12 been a trial date set.

13 Q. And did you discuss any form of
14 participation by yourself in that trial?

15 A. To the extent that we discussed flight
16 arrangements, yes.

17 Q. What was that discussion?

18 A. That involved the approximate time and the
19 period of the trial and about how long I would be in South
20 Africa.

21 Q. And this is a conversation between you and
22 Mr. Nothling?

23 A. Yes.

24 Q. And you have agreed to testify at the reset
25 trial in Mr. Nothling's case?

1 A. Yes.

2 Q. And you understand him to be a plaintiff in
3 that case?

4 A. Yes.

5 Q. And have you been subpoenaed to appear in
6 that case?

7 A. Yes.

8 Q. When did you receive the subpoena?

9 A. I received a subpoena when I was in South
10 Africa, so it would have been in 1991.

11 Q. Is this the same subpoena that you have
12 previously testified to?

13 A. Right.

14 Q. And you have a copy of that subpoena?

15 A. I believe so. I'm not certain, but I
16 believe so.

17 MR. HERTZBERG: I'd like a copy of that to
18 be produced, Mr. Greene.

19 MR. GREENE: That's added to the list; same
20 representations apply.

21 MR. HERTZBERG: That you will search, and
22 if you find it --

23 MR. GREENE: Search, find and produce.

24 MR. HERTZBERG:

25 Q. Did you receive a witness fee at the time,

1 Mr. Armstrong, when you received that subpoena?

2 A. I believe that I was issued a check.

3 Q. Did you cash that check?

4 A. I believe I did not.

5 Q. Do you still have the check?

6 A. I think so.

7 Q. Do you intend to cash it?

8 A. I'm not sure.

9 Q. Has any counsel -- I'll ask another
10 question.

11 Has anybody informed you that the subpoena which
12 you received in 1991 isn't a subpoena that is effective as
13 to the prospective Nothling trial?

14 A. No, no one has advised me one way or the
15 other.

16 Q. You assume it is?

17 A. I assume what?

18 Q. Do you assume that that subpoena is --
19 remains a valid subpoena in full force and effect?

20 MR. GREENE: Objection, calls for a legal
21 conclusion.

22 MR. HERTZBERG: No, it doesn't. I'm just
23 asking whether he assumes it, not whether he has concluded
24 it.

25 MR. GREENE: All right.

1 THE WITNESS: I have -- I recognize that it
2 may not be valid and in effect especially because of the
3 amount of time in between. I also recognize and assume
4 that I would be issued another subpoena prior to my
5 testifying if it went that far.

6 MR. HERTZBERG:

7 Q. Have you discussed the subject of receiving
8 a new subpoena with Mr. Nothling or anyone else in
9 connection with the newly-set trial?

10 A. No.

11 Q. Do you intend to go regardless of whether
12 you receive a new subpoena?

13 A. I believe that I will only testify if I
14 receive a subpoena.

15 Q. Would you -- would you require that
16 subpoena to be sent to you before you traveled to South
17 Africa?

18 A. No.

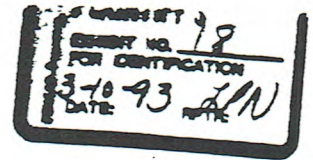
19 Q. Have you sent any documents to Mr. Nothling
20 in the past two years?

21 A. I may have.

22 Q. What's your best recollection?

23 A. Is that I'm uncertain.

24 Q. Is there anything that could refresh your
25 recollection?



December 22, 1992

David Miscavige and all other individuals who participate in the control of Scientology
C/O Laurie J. Bartilson, Esquire
Bowles & Moxon
6255 Sunset Blvd., Suite 2000
Los Angeles, CA 90028

Re: Nothling v. Scientology

Dear David and all others involved:

I am writing this to you, and the various copy recipients listed below, because there are certain things it is fair that you know. Although it is the trial in the Nothling case, which, I understand, is set for early February, that has moved me to write at this time, the idea of writing has made addressing a number of other subjects also timely.

You will recall that in June of 1991 when Malcolm Nothling called me and asked me to testify in his case in Johannesburg I wrote to the organization via Eric Lieberman to see if by initiating communication on the subject you might see that there was an answer to your litigation problems different from the one you and your erstwhile leader had been believing in and pursuing as long as any of us can remember.

Mr. Lieberman wrote back, essentially advising me you said stick it in my ear, and that more, not less litigation was going to be the same old solution; and to not expect communication other than the solidest of sorts. Copies of Mr. Lieberman's and my letters are enclosed herewith.

I did travel to South Africa in 1991 to testify, as you know, but the trial was postponed on the organization's motion. Now it's set to happen again. Again Mr. Nothling has asked me to testify, again I have agreed, and again I am writing you to see if there is any sense in attempting to unfoment this litigation.

Your public attack line that Gerald Armstrong foments litigation against you is particularly hurtful because of what I have done and continue to do to unfoment litigation. Even my signing of your settlement agreement was, in the face of your intent to hurt me, which fact is settled by the agreement itself, an act only of unfomentation.

You all should take a good hard look at the hurt your practices, certainly your litigation practices, cause in the world. And you don't have to desist in them because of anything I've said. You can knock off those bad practices for any reason you want, including because they don't work and make no sense.

All the decent people, believe me, in your organization want you to get out of the stupid attack-the-attacker business, and they'd salute you for getting the organization out of that silliness, but they're too frightened. You shouldn't frighten good people that way. It's cruel. And any thinking soul knows that you guys are only acting out of fear, so you really are not fooling anyone with your blindness and bluster.

I realize you've put your faith in really bad things, like lies and PR, threats and bullying, and really mean people, like Gene Ingram. And I'm aware that having put your faith in badness for so long, and spent so many millions of dollars to have so many bad lawyers make so many bad decisions and add so much to their brethren's bad name, it can seem impossible to quit. But you must. All it will take is the willingness to unfoment your litigation.

Eugene M. Ingram has done such nasty things to so many people in the service of your organization, you and he should be spanked. His terrible charge at the CAN convention that I have AIDS is heartbreaking, not because I have AIDS, which I don't, but because your pet pit viper personalizes and focuses your organization's institutionalized hatred.

By accusing me of having AIDS, you and Ingram attack not just me, you attack the many people whose lives have been touched by this disease, or for that matter touched by your organization, and you attack yourself. Your similar-veined attacks on other people of good will at the CAN conference, like Father Kent Burtner, has brought your organization to ignomy.

But the target of faith can be rechosen. And that is where I urge sense and unfomentation. Put your faith in what is real, what is true, what can always be depended on. Put your faith in what in people is true, unchanging and ceaselessly loving. Putting your faith in lies, PR, threats, bullying and bullies you will always betray yourself because you put your faith in nothing; and you and every being everywhere have a right to everything that nothing isn't.

Likewise don't put your faith in litigation or your use of the courts to harass. It is possible to be faithful to a higher ideal than wins in court. If you have put your faith in lies, leverage, advantage and bullying to secure a win, you have gained nothing. If you put your faith in truth, hope, charity, love, no matter the courtroom outcome you have everything; that's religion.

Since the 1991 almost trial in the Nothling case the California Court of Appeal issued its opinion in the appeal you took from the Breckenridge decision in Armstrong I, the California Supreme Court denied review, and the Court of Appeal

denied your motion to seal the appellate record. You brought and lost the motion to enforce the settlement agreement before Judge Geernaert in Armstrong I, and then you sued me to enforce it in Armstrong II.

In May Judge Sohigian issued his ruling refusing to enforce the agreement, although enjoining me from testifying unless pursuant to a subpoena. He also ruled that I did not have to not make myself amenable to service of process. I will supply a copy of the Breckenridge decision, the Armstrong opinion and the Sohigian injunction to any of the recipients of this letter upon request.

Because you didn't appeal from the Sohigian injunction, you have accepted it. I believe as well that for a valueless desire for a valueless win at any cost you also accepted his dicta; e.g. "involves abusing people who are weak," "involves techniques of coercion," "a very, very substantial deviation between [your] conduct and standards of ordinary, courteous conduct and standards of ordinary, honest behavior," "be sure you cut the deck," "make sure to count all the chips."

As a result, I consider myself free to do anything anyone can, except testify absent a subpoena. Much of what I am permitted do I am going to do. I am going to write freely, speak freely, publish, talk to the media, associate freely, and continue, until you put your faith in something more religious than what is bad in jurisprudence, to confront the injustice you bring to court.

In the next month or so I expect to initiate speaking or media events to help pay the enormous costs of this litigation. And I expect to promote my legal position within the publishing industry, because my story and my writings on the subject are literarily and commercially worthy.

I will continue to associate with and befriend all those people I consider you attack unjustly and senselessly. I will make my knowledge and support available to the Cult Awareness Network, a group of people of good will you vilify, in all the litigation you have fomented against them. I will make my knowledge and support available to any Scientologist who is afraid to go anywhere else for understanding, and to the families of Scientologists your organization has estranged. I will even make my knowledge and support available to entities like Time and people like Rich Behar in their defenses from your attacks.

I will, nevertheless, remain available to do whatever I can to unfoment your litigation. I will meet with you, talk with you, help you to find a better solution to your problems. Because of your decision to not have anyone communicate with me, no one from your organization has. I get a little lawyer

contact, lots of PI BS, an OSA hearing or deposition attender, enough psychic skirmishes for an army, but, for the life of me, no real people.

In 1991, fantastically, I was the only person in the world, other than Malcolm Nothling himself, who was willing to testify at his trial. And that was enough reason to go. In February 1993, although at this trial I probably won't be the only person willing to testify, there will still be ample reasons to go, unless the case can be resolved.

I really would rather there was no trial and I really would rather not go. Lord knows this last period has been overwhelming and the litigation behemoth terrifying; and Lord knows I have my own calling, which has nothing to do with your legal problems. So I'm willing to do a lot to unfoment the Nothling litigation, and all the tangled legal webs you've woven. But I sure can't do much if you continue to see legal warfare as the solution to your problems and continue to pay the millions your legal mercenaries say the warfare costs.

I am aware that with enough money to enough lawyers you, the leaders of your organization, can hide yourselves and make your roles in your trumped-up war seem very important. There is no doubt this is desirable, it just isn't fair. The real purpose of your little war is to facilitate your doing something different from Scientology, while all those whom you control must go through the daily grind you say you're above.

I don't fault you for doing something different from Scientology, but I do not find acceptable your holding Scientologists in bondage to your catastrophic cause, enforcing your lie that you have their best interests in mind, robbing their years of youth and vigor, and putting them at risk while you show up at the occasional ribbon cutting ceremony, lunch with lawyers and the like, sucker celebs, run PIs and intel ops, conspire, cheat, lie, steal, bully and destroy. I urge something more creative as a better idea.

Your hardworking staff members and people of good will around the world who have supported you financially and spiritually will not for much longer be fooled by your foolishness and will stop believing your lies. They will speak to each other, they will speak out against your suppression, and they will act to free themselves and their friends. You cannot much longer, as we move societally into the age of wisdom, cynically and sillily intimidate good people with threat and suppress good people with lies.

There is the matter of mitigation of damages which, because you insist your lawyers tell you what you pay them to say, you may not have heard or yet understood. In that by the Sohigian

ruling I am permitted to speak freely, write freely, publish freely, associate freely, when, it could be argued, and you have, that prior to the ruling and pursuant to the settlement agreement I was not so permitted, I have, in your attempt to enforce the agreement, prevailed.

By not appealing the Sohigian ruling you have acquiesced thereto. I am therefore due costs and fees in Armstrong II plus the costs and fees you already owe in your earlier losing and unappealed effort in Armstrong I. But in addition to the fees and costs now owing, and increasing as you protract this already lost litigation, there is the cumulative effect of your legal onslaught which, continuing after the case was lost, if not before, is in every minute malicious.

Gerald Armstrong and The Gerald Armstrong Corporation (TGAC) must also mitigate their damages. I have a duty, therefore, to end this litigation as quickly as possible. Thus I write to so many organizational recipients; thus I canvass to see if within the organization's many parts, all put at risk by their leaders' asininity and mean-spiritedness, there are people of good will who will see sense in what is in their best interest.

That after the Sohigian ruling you sued TGAC (pronounce that Tee-Gee-Ack) is silly and self-destructive. The only thing in the world Gerald Armstrong, individual, is prohibited from doing by the "injunction," is testifying about his Scientology history and knowledge without first accepting the perfunctory subpoena. TGAC only came into existence in 1987, six years after Gerald Armstrong's organization experiences ended, and a year after the Armstrong I litigation "settled."

TGAC cannot testify, with or without subpoena, about any Scientology experiences, because it has had, aside from those which have flowed from your lawsuit, none. Since no one, including TGAC, is prohibited by Sohigian from doing any of the things TGAC actually is capable of doing, it is free to do everything anyone or any other corporation can; and by not appealing the injunction you have so agreed. Thus, having no conceivably legitimate claim against TGAC, you depend on one manufactured from madness, and you must therefore dismiss the mess you've made.

There is also, as mentioned above, the fact that in order to defend myself from your attacks and to fund the defense of the litigation you have fomented I must speak and must publish. I'm sure you understand that I remain completely confident that no court, other than the odd one your mercenaries are able to compromise with bucks, babes or bull, will order me to not defend myself.

I realize you will probably claim to be offended by

everything I've written in this letter. I can't do much about that because you seem to take offense no matter what I say or write, or don't. For, *inter alia*, that reason I haven't said or written it differently. I really don't blame you for being offended and I don't expect you not to be offended; nor will I be offended if you are. I think my position is obvious and I think peace is worth doing something about, even if the fomenters of war are offended. I've used the words I've used because to me they make sense and they're a facet of my craft.

This letter is not really, however you may take it, a complaint nor an attack. It is an effort to unfoment your litigation, into which I have been, albeit for some God-given purpose, drawn. So, neither forgetting nor ignoring Judge Sohigian's admonition not to settle Armstrong II, but still hoping, with my heart crossed, here is my proposal:

1. Settle the Nothling case;
2. Settle with Ed Roberts;
3. Dismiss your complaint against TGAC and Gerald Armstrong;
4. Remove all your bar complaints against Ford Greene;
5. Pay my attorney fees and costs;
6. We will dismiss the cross-complaint and appeal;
7. Cancel the agreement;
8. Return all materials you've stolen from me at any time;
9. Pay me whatever you want, including, but not limited to, nothing.

1. Malcolm Nothling has a claim and he has survived a lot to get to trial. His costs, not much by US litigation standards, must be recognized, and he must be made whole financially, ethically and publicly. I am convinced that his daughter, but for your control of her mother and her life, would enjoy a healthy, loving relationship with her father. Therefore you must do whatever is within your power to reunite them.

2. You know about the Ed Roberts case because Ms. Bartilson interrogated me about my providing assistance to Mr. Roberts in my last series of depositions in Armstrong II, and one of your lawyers, Marcello Di Mauro, in earlier times communicated about him with Ford Greene. Ed Roberts is a friend of mine who

was sucked dry and flat out robbed by your registrars on the way to an up- or downstat week of no consequence to anyone as it turns out, and always does, but Ed.

I have found myself in the silly position of being the only person in the world willing to help Mr. Roberts against your organization. Again, I have no desire to have Mr. Roberts engage you in litigation. In fact his situation can be resolved without your fomenting not only more litigation, but more ill will and silliness. For you it is merely an accounting matter. You ripped Mr. Roberts off; now pay him what is needed to make him whole again.

Mr. Roberts' case of Scientology lies, threats, treachery and thievery, his own money then used to pay your pitiless pettifoggers to prevent him from anything resembling redress, is being played and replayed every day of the year in your orgs. I would think that the three or so million you wasted on your inane USA Today ads to counter Richard Behar's few good pages could have taken care of three hundred Mr. Roberts and done a heap of good.

All your ads did was a heap of bad: more lies, more hate, more embarrassment for Scientologists everywhere, another dead forest, and an uncharitable little delay to your victims before they are made whole. The Ed Roberts case is, in my opinion, the proof of Time's theme: that you are - all of you at the top of your organization - a cult of greed. But worse, you squander your plunder, as witness Toronto, starve the good and fatten your PIs and proctors and their proctologists. And all with the fatuous excuse of a right to defend wrongness and attack rightness because your "religion's" stupidity is, in our courts of law, beyond question.

Anyway I want to have Ed's needs taken care of toot sweet. He probably wouldn't think less of you if you didn't apologize, but I think it's a good idea and sure couldn't hurt.

3. I don't care what order everything is done in. I think whatever is most practical, sensible and ergonomically sound is the way to approach this particular program, which, I'm sure can be wrapped up in a couple of days.

4. This is easy. These Ingram-generated efforts have only served to shine a light on your invidiously scheming enterprise. All your similarly baseless bar complaints against my other lawyer, Michael Flynn, came to nothing. You should learn from the earthworms. Filing no spurious bar complaints whatsoever they demonstrate their superior philosophy.

5. Although they're in the range of, I don't think fees and costs are over \$500,000. Clearly nothing is going to happen

unless you cover my attorneys' fees and costs. To leave me with that indebtedness is unfair and unworkable. You will recall that I made a proposal in 1984, being then scared and weak: pay my lawyers' fees and costs of, I guessed, \$150,000, and I'll quit. You, and in those days, Hubbard, said no way. I, less scared and much stronger, urge you to choose again.

6. Dismissal of the cross-complaint is easy. I'll take care of it.

8. I'm aware this may for a long time remain a pettiness you'd rather not confront. But I can guarantee that if you return my materials - the Hubbard letters manuscript, the Cones, all the other materials you and your PIs have stolen from me over the years, I will not bring criminal charges, and I won't even bring the subject up again.

9. You have to cancel the settlement agreement in order to demonstrate to yourselves that it was the wrong thing in which to put your faith. You will notice that when you cancel the agreement nothing will happen. Yet you will have freed me. And that is what you should make Scientology's only business: freeing people. You will also observe that when you free me you free yourselves; in fact you cannot yourselves be free unless you free me.

Regarding my relationship with you after you cancel the agreement, that is where you must reassert your faith. Have the faith that I will neither say nor write worse things about you if you free me to do so. As you know I can say some pretty pointed things about you now just because you won't cancel that degrading document. Put faith in what occurs in silence. Put faith in the inevitable.

7. You decide. If you think I did a lousy job unfomenting your litigation, pay me zippo. Even if it all works for everyone, timing inspired and ideas a Godsend, you don't have to pay me anything. I generally don't refuse what's offered. You know how much I'm worth.

I haven't forgotten Wollersheim, Yanny I & II, the Aznarans, the CAN litigation, claimants all over the place, your government lawsuits, the rest of the settlement signatories, your taxes, nor your image and media distress, and I think it's appropriate to say that I can help you unfoment those problems as well. I would, of course, need half a chance.

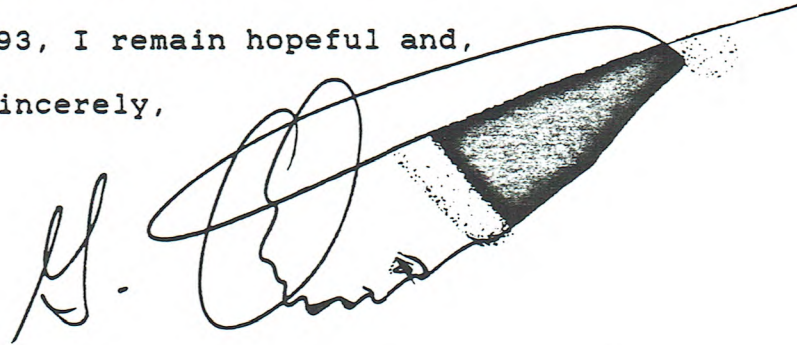
If you look deep in your hearts I believe you'll find you really do not want Scientology's legacy to be one of suppression; suppression of the Constitution, human dignity, truth, religion, justice, even suppression of your own good selves. Wouldn't it be better to be known as the people who ended the madness in

peace and style; a radical recognition of the transcendence of quantum scientology. LRH was Newtonian in his physics and relativistic epistemologically. I like to call one aspect of my philosophy, *inter alia* non-mutual exclusivity.

I believe that everyone will become a person of good will, that everyone already is, has been and will forever be, that there is progress and perfection, hope and reason, that to know who we are we must accept the truth of our relationship to our Creator, that all about us that we made is illusion, that we have reason to be grateful that is so, that our Creator, God, our Father Loves us in the same Love by which He created us and holds us always safe and always loved in that Love, that we, His children, are one and One with Him, that the means by which He is remembered, and hence our relationship, and hence who we are, and hence what we know, is forgiveness, that forgiveness is the recognizing of illusion for what it is, that creation is our nature, and that everything is all there is.

With a wish for peace in 1993, I remain hopeful and,

yours sincerely,

A handwritten signature in dark ink, appearing to be 'G. Armstrong', written over a large, dark, textured smudge or ink blot.

Gerald Armstrong
715 Sir Francis Drake Blvd.
San Anselmo, CA 949650
(415)456-8450

:ga

cc: Malcolm Nothling
Ed Roberts
Lawrence Wollersheim
Richard & Vicki Aznaran
Richard Behar
Ford Greene, Esquire
Paul Morantz, Esquire
Joseph A. Yanny, Esquire
Toby L. Plevin, Esquire
Graham E. Berry, Esquire
Stuart Cutler, Esquire
Anthony Laing, Esquire
John C. Elstead, Esquire
Michael J. Flynn, Esquire
Fr. Kent Burtner

Margaret Singer, PhD.
Cult Awareness Network
Daniel A. Leipold, Esquire
Church of Scientology International
Church of Scientology of California
Religious Technology Center
Church of Spiritual Technology
Church of Scientology ASHO
Church of Scientology AOL
Founding Church of Scientology of Washington, D.C.
Church of Scientology Flag Service Organization
Church of Scientology of Arizona
Church of Scientology of Los Angeles
Church of Scientology of Stevens Creek
Church of Scientology of Sacramento
Church of Scientology of San Francisco
Church of Scientology of Washington State
Church of Scientology of Boston
Church of Scientology of Portland
Church of Scientology of New York

RABINOWITZ, BOUDIN, STANDARD, KRINSKY & LIEBERMAN, P.C.
ATTORNEYS AT LAW
740 BROADWAY AT ASTOR PLACE
NEW YORK, N.Y. 10003-9518

TELEPHONE (212) 254-1111
CABLE "RABOUDIN, N.Y." TELEX 225028
FACSIMILE (212) 674-4614

LEONARD B. BOUDIN (1912-1989)
MICHAEL B. STANDARD
MICHAEL KRINSKY
ERIC M. LIEBERMAN
ELLEN J. WINNER
EDWARD COPELAND
ELIZABETH ST. CLAIR
TERRY GROSS

BETH M. MARGOLIS
NICHOLAS E. POSER
DAVID B. GOLDSTEIN
DAVID GOLOVE*
HILLARY RICHARD
LINDA S. BOSNIAK

*ADMITTED IN CALIFORNIA ONLY

COUNSEL
VICTOR RABINOWITZ
HAYWOOD BURNS
LEONARD I. WEINGLASS
JOHN MAGE
JUDITH LEVIN

7-10-91

July 3, 1991

Gerald Armstrong
P.O. Box 751
San Anselmo, California 94960

Re: Malcolm Nuthling v. Church of Scientology

Dear Mr. Armstrong:

I have your letter of June 21. The Church is not interested in trying to settle the Malcolm Nuthling case in South Africa through your intervention. In addition, it is the position of the Church that any voluntary agreement by you to testify in such a case, in South Africa, without compulsion of subpoena, would violate your settlement agreement.

Very truly yours,

Eric Lieberman
Eric M. Lieberman

EML/sl

June 21, 1991

Eric M. Lieberman, Esq.

Rabinowitz, Boudin, etc.

740 Broadway, Fifth floor

New York, NY 10003

Via Federal Express

Dear Mr. Lieberman:

I received a call yesterday from Malcolm Rothling, the plaintiff in a defamation case against the organization in South Africa. He asked me to testify at the trial in early August.

(2)

After listening to his story and his understanding of organization philosophy and practises I agreed. I said, however, that I would first attempt to bring about a peaceful resolution of the Scientology-ogy conflict. Hence I'm writing you.

You will receive a photocopy of this letter because the original of my significant holographs are the property of a third party corporation by

(3.)

contract. I will, nevertheless, sign the photocopy, not so much because you or the organization representatives might doubt that I am the writer, but to add fifteen dollars to the value of your archive.

(atol)

And all of that is just another way of saying that serious matters are nothing to lose a sense of humor over.

I am certain that the Nothing matter

(4)

can be resolved easily with the following organizational actions:

1. A sincere public apology for its "declare" and other antisocial acts.

2. A sincere, public and complete repudiation of "fair game," philosophy of attack, vengeance and hatred, and elimination from Scientology literature of all policies advocating such philosophy.

3. Monetary settlement.

Mr. Nothling says he has no hope that the organization would do

(5.)

any of 1-3; and I recognize that it has exhibited no sign of rethinking its antisocial philosophy and practices. I also recognize that someday it will, and I do what I do because I believe it can be without, and not compelled by, a great human tragedy.

Thus far the organization has attempted to solve its problems with aggrieved individuals with mere monetary settlements and the occasional insin-

ere announcements; e.g.,

(Ital) Hubbard's famous elimination of the term "fair game," because it "causes bad PR," or the more recent blaming of the GO for all things bad and bastardly. And so the organization has brought upon itself more problems and made more aggrieved individuals who seek sincerity but end up taking insincerity and money.

Because I will go wherever my help is
 if asked for I will
 continue until the

⑦.
organization sincerely den-
ounces "fair" game" in
all its forms, or kills
me. It should be under-
stood that I have many
things to do in my work,
far more important than
the application of ethics
to the organization of Sci-
entology. I do this
because it is asked of
me by those aggrieved.
When there are no longer
any aggrieved asking for my
help I will do something
else. Clearly there are
others aggrieved by other
organizations or nations who

can use my help. They
simply have not asked
for it. It may be
that the Scientology issue
must be resolved in my
life before I am called
to help the others. I
am not, and I'm sure
you're also not, unaware
that the organization has
used my willingness to
respond to requests for
my help to entrap me
and attack me. The
only observable effect of
the organization's ops and
web of deceit has been
an increasing willingness

(9.)

to help those likewise
aggrieved by them.

I truly believe that
the organization's problems
can be easily eliminated.
It can only be done phil-
osophically; and since
its philosophy contains
within it the philosophical
idea that its philosophy
cannot be changed, it
continues to appear that
nothing can be done.
That fact does not make
a philosophic shift
difficult, it simply
means that it's a

pretty silly ^(10.) Phil sophy.

Hubbard didn't have any original ideas just because there are ~~or~~ no original ideas. There are only two ideas and Hubbard chose the least effective and most boring of the two; the same idea which prevails in society. He wasn't worse than everyone else; he was the same. Scientology, by espousing the same idea as Hubbard and everyone else is ineffective and boring.

The real opposition is to Scientology's insistence

(11.)
that it is a religion. It
isn't. It could be, but
it isn't. And it isn't
no matter what any gov-
ernment says it is, or
any court or any lawyer.

Almost the last people
you'd want determining
what is or is not a rel-
igion are judges and
lawyers, since their
profession depends on conflict,
which within a religion
cannot exist.

Among all human
activities there is only
one which is religious —
forgiveness. And that,

(12.)

technically, and in every sense, is the recognition that what needs to be forgiven didn't happen. It is somewhat difficult, of course, for the organization, which uses people's posts against them, to understand this simple fact.

I am certain that Hubbard caught a glimmer of this understanding, but did not triumph over his fear so chose instead of forgiveness, condemnation. There is nothing within that

choice which threatens reality, or for which Hubbard should be condemned. It is merely not religion.

All of the things the organization does can be done by non-religious organizations or individuals. But forgiveness can only be done by the religious. Scientology, by publishing and defending its policy of unforgiveness; i.e., "fair game," "attack the attacker," SP declares, sec checks, lower conditions, etc., etc., is not to be condemned;

it is to be forgiven; but
it is not a religion.

A church's only function
is forgiveness and sanctuary.
Since Scientology collects the
facts of its members' past,
for control, or any purpose,
it is not a church. The
lawyers and courts may
call it a church, but
it is like any non-church
organization; e.g., KGB,
the republican party, etc.

A church to be a church
cannot maintain a cause
of action. Others, carrying
out their purpose, might

(15)

choose to defend it, but
a church, to be a
church, would not
defend itself. Of course,
an organization with a
stated senior policy that
the best defense is attack,
cannot be a church.

The world would
welcome Scientology's doing
something effective, yet
condemnation, attack and
hatred are without effect,
and so the world continues
to wait. And the
Scientologists continue the
boredom of unforgiving

lives, and the lawyers
and the few in control
get rich and stay bored.

And yes there are un-
forgiving and bored on
both sides. But the
forgiving are on no side.
And I go where I'm asked
to help. You haven't
asked but I hope this
helps anyway.

Mr. Rothling will call
me in about a week.
I'll be reachable until
then at (604) 795-5852.

(17.)
I believe you understand
whence I come, and I
believe someone can do
something.

Very truly yours,

H. P.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

--oOo--

CHURCH OF SCIENTOLOGY INTERNATIONAL,
a California not-for-profit religious
corporation,

**CERTIFIED
COPY**

Plaintiff,

vs.

No. BC 052395

GERALD ARMSTRONG; DOES 1 through 25,
inclusive,

Defendants.

DEPOSITION OF

GERALD ARMSTRONG

Wednesday, July 22, 1992

Volume II, Pages 179 - 293

REPORTED BY: KATHERINE NG, CSR NO. 6350

MARY HILLABRAND INC.

CERTIFIED SHORTHAND REPORTERS

520 SUTTER STREET / off UNION SQUARE SAN FRANCISCO, CA 94102

PHONE 415 / 788-5350 FAX 415 / 788-0657

1 Q. Right.

2 A. Yes, I have some.

3 Q. That's in your personal possession?

4 A. Right.

5 Q. Does the Gerald Armstrong Corporation have any
6 such correspondence?

7 A. No.

8 Q. Did you give Mr. Atack access to any of the
9 documents that you just testified to that are either in
10 your possession or in the possession of Gerald Armstrong
11 Corporation?

12 A. No.

13 Q. Do you know a Mark Sirota?

14 A. Yes.

15 Q. Who is Mark Sirota?

16 A. I believe he is a, I believe he is a lawyer,
17 could be connected to Readers Digest.

18 (Interruption at the door.)

19 MR. WILSON: Q. How did you meet Mr. Sirota?

20 A. I don't believe I ever met him.

21 Q. Have you ever talked to him?

22 A. Yes.

23 Q. I take it, it was over the phone?

24 A. Yes.

25 Q. When did you talk to him?

1 A. Earlier this year.

2 Q. Did you call him or did he call you?

3 A. My recollection is that I was first called by
4 an associate of his with Readers Digest and then put in
5 touch with him. .

6 Q. Do you remember the associate's name?

7 A. Fran Lostest.

8 Q. Do you have a spelling of that name at all?

9 A. He don't recall the last name. It's like
10 Lostest or Lostess I think.

11 Q. Greg Lostess?

12 A. Fran.

13 Q. Do you know anyone named Greg Lostess?

14 A. No.

15 Q. You were put in touch with Mark Sirota and you
16 spoke with him?

17 A. Right.

18 Q. How many occasions did you speak with him?

19 A. A couple.

20 Q. Approximately how long did those conversations
21 last?

22 A. Five, ten minutes.

23 Q. Five, ten minutes each?

24 A. Could be.

25 Q. This was earlier this year?

1 A. Right.

2 Q. Can you give me any more specifics on that,
3 what month it was?

4 A. No, but earlier in the year. March maybe.

5 Q. What did you discuss with Mr. Sirota about?

6 MR. GREENE: We will assert the joint defense
7 privilege and instruct him not to answer.

8 MR. WILSON: What joint defense?

9 MR. GREENE: We have a common adversary, the
10 Church of Scientology.

11 MR. WILSON: You mean Sirota and the Church of
12 Scientology?

13 MR. GREENE: My understanding is Sirota
14 represents Readers Digest which is in litigation against
15 the Church of Scientology. So based upon that
16 understanding, I am asserting the joint defense privilege
17 and instructing Mr. Armstrong not to answer the question.
18 So that same instruction will stand as to the second
19 conversation that Armstrong had with any legal
20 representative or employee of any legal representative
21 with the client being Readers Digest.

22 MR. WILSON: Q. Okay. Did you provide a
23 declaration to anybody who you understood to be allied
24 with Readers Digest in any manner?

25 A. I believe to Readers Digest itself.

1 Q. To Mr. Lostest or Fran Lostest as you've put
2 it?

3 A. I'm not sure if it went to him or Mark Sirota,
4 but in any case, to Readers Digest.

5 Q. What was the substance of that declaration, if
6 you remember?

7 A. It was regarding certain statements in Readers
8 Digest for which Readers Digest had been sued in one or
9 more European country. And they asked for my assistance
10 regarding information I had on those specific points from
11 the Readers Digest article.

12 Q. And who did you understand they had been sued
13 by?

14 A. One or another organizational entity.

15 Q. Organizational entity, what do you mean?

16 A. The organization.

17 Q. As you've been using the term?

18 A. Right.

19 Q. Scientology?

20 A. Right.

21 Q. Do you know a person named Jim Rumons?

22 A. He's the lawyer on the Hunziker case. He
23 represents Steven Hunziker.

24 Q. I'm sorry. I forgot.

25 In addition to working on this matter, have you

N

AFFIDAVIT OF GERALD ARMSTRONG

I, Gerald Armstrong, depose and state:

1. I am a citizen of Canada and reside in San Anselmo, California, USA.

2. I am by trade a writer, artist and philosopher. I am also a paralegal and I am working in that capacity in the law office of attorney Ford Greene in San Anselmo. I am presently involved in litigation concerning the Scientology organization, hereinafter referred to as "the organization," as a paralegal, witness and defendant.

3. I am writing this affidavit at the request of Reader's Digest to provide some of my knowledge regarding certain charges first made about the organization in the Time magazine article, "The Thriving Cult of Greed and Power," condensed in the Reader's Digest article, "Scientology: A Dangerous Cult Goes Mainstream."

4. I was a member of the organization from 1969 to 1981 and held several staff positions in various organization locations and units. During that period I gained an intimate knowledge of organization structure, policies and practices. In 1982, I was declared an organization enemy and have been involved in organization litigation and the target of organization attacks ever since.

5. From February 1971 until September 1975 I was, except for short periods when I was sent on organization missions ashore, stationed on board the ship "Apollo," then the "flagship" of the Sea Organization. The Sea Org is the organization's



paramilitary arm, members of which sign a billion year contract. Throughout the time I was on board, L. Ron Hubbard, the organization's founder and the Sea Org's Commodore, ran all of Scientology internationally from the ship, through his aides, the management bureaux and his Commodore's Messengers.

6. From the beginning of 1972 until 1974, I held the position of Ship's Representative or legal officer. In 1974 I held the positions of Port Captain and public relations officer. From the fall of 1974 until I left the ship in 1975 I was posted as the ship's Intelligence Officer. During those years I dealt with the immigration, customs, police and port authorities in all the countries the ship visited, and was actively involved in and knowledgeable of the ship's relations and problems in those countries. During 1974, the ship was ejected from Portugal and denied entry into Spanish ports. In 1975, the ship was denied entry into Barbados and ordered to leave Trinidad. I also learned through the study of organization documents while assigned to legal or intelligence positions on board, and the study of Hubbard's personal records when I was assigned to do the research for his biography in 1980 through 1981, that Hubbard and the ship had fled from England. That Hubbard was prohibited from entering England, and that the ship had been ordered to leave Greece. The ship experienced problems of social or official rejection in virtually every port it entered. Based on my experiences and my knowledge of organization operations, I formed the opinion that the rejection in each instance stemmed from

Hubbard's and the organization's dishonesty. On Hubbard's orders all of the over four hundred people on board were required to file about who we were, what we were doing, who ran the organization and what our intentions were. Hubbard's and the organization's insulting deceitfulness precipitated the antagonistic reactions in all the ship's ports of call.

7. Hubbard and the topmost clique of his organization enforced his policies and orders inside the organization and acted toward critics or any designated enemies outside the organization with threats, intimidation and force that is similar to the way the mafia is reputed to control its members and deal with perceived threats to its operations and leaders. Internally, Hubbard used the organization's prison system, known as the Rehabilitation Project Force or RPF, and threats of punishment or actual punishment, which could range from performing menial tasks as "amends," to being locked up in the ship's anchor chain locker or thrown overboard. Individual organization members whom Hubbard considered crossed him in any way would be forcibly ordered to the RPF, a humiliating existence where even the few rights of non-RPF organization members were stripped from them. While inside the organization, I was locked up and guarded on Hubbard's orders and assigned to the RPF on one occasion for seventeen months for allegedly antagonizing Mary Sue Hubbard's secretary, and on another occasion for eight months because Hubbard considered that I was joking about his movie-making abilities. I personally know of hundreds of good people

who were assigned to the degrading conditions of the RPF for the sole purpose of breaking their will in order to make them unthinkingly compliant with Hubbard's and his emissaries' desires.

8. Hubbard and the Sea Org seniors which ran the organization employed a broad array of techniques, some blatant and some insidious, but all reminiscent of totalitarian regimes or criminal groups, in order to maintain psychological and behavioral control over organization members. Members spied on each other and reported secretly any observed deviation from the enforced norm of unquestioning obedience. Members were routinely ordered to be security checked, or "sec checked," an invasive interrogation procedure employing an electropsychometer, or E-meter, as a lie detector. Members were also routinely ordered to write up their overts and withholds, (O/Ws), which are also called "crimes," and might include actual felonies for which the members could be prosecuted, thoughts critical of Hubbard or the organization, or even desires which deviated from organizationally defined intentions. Members' lists of O/Ws and confessions extracted during sec checks were maintained in organization intelligence files and used as a threat to ensure obedience as well as to intimidate and suppress members should they ever leave the organization and speak out against its abusive practices. For public relations purposes, the organization insists that statements of persons undergoing counseling, or "auditing," are confidential between them and their "auditor," but these

statements or confessions were routinely provided to organization intelligence and enforcement personnel, and would be used by the organization in any manner that suited its purposes. Organization members were also regularly and publicly labeled by highorups with names such as "traitor," "enemy" or "saboteur." Members were also required to publicly so label themselves and even accuse themselves of horrible imaginary "crimes," such as threatening the future of all mankind. Members were kept inside the organization by the threat that to leave, or even plan to leave, is a criminal act for which they would be declared an enemy and made subject of the "fair game law."

9. In the organization's early years Hubbard formulated a philosophy of opportunistic hatred, which he called "Fair Game," in order to justify his bullying and terrorist tactics toward anyone or any group he didn't like. In his published fair game doctrine he stated that anyone declared an enemy "may be deprived of property or injured by any means by any Scientologist without any discipline of the Scientologist...may be tricked, sued, lied to, or destroyed." To carry out covert operations pursuant to his fair game policy, Hubbard established within the organization an international intelligence bureau which he patterned after Nazi Germany's intelligence apparatus. I am very familiar with the organization's intelligence system and operations because I worked within it and have been its target since leaving the organization. Hubbard and the organization also employ private investigators (PIs) to harass, intimidate and ruin, by whatever

means are available, perceived critics. These PIs are often former police officers or off-duty police officers with ties into law enforcement agencies. Since I left the organization I have been tailed, spied on, threatened and assaulted by organization PIs. One PI attempted to involve my wife and me in a freeway accident, one threatened to put a bullet between my eyes and others have made false sworn statements about me. Organization operatives attempted to inveigle me into the commission of a crime, and videotaped me, claiming they were permitted to electronically spy on me by a fraudulent authorization from a corrupted Los Angeles Police Officer, who was suspended six months from the police force for giving organization agents such false authorization.

10. Pursuant to Hubbard's fair game doctrine the organization also employs countries' justice systems to harass, intimidate, silence and destroy its critics. Since I left the organization it has sued me twice, taken my deposition for purposes of harassment for more than twenty-five days, brought false contempt of court charges against me on three occasions, and attempted to have false criminal charges brought against me by the Los Angeles Police Department, the Los Angeles District Attorney and the US Federal Bureau of Investigation. The organization also employs corrupt lawyers to terrorize its critics with false charges, frivolous lawsuits, abuse of the legal process, manipulation of the courts and senseless legal actions intended to overwhelm and to bring about the perceived

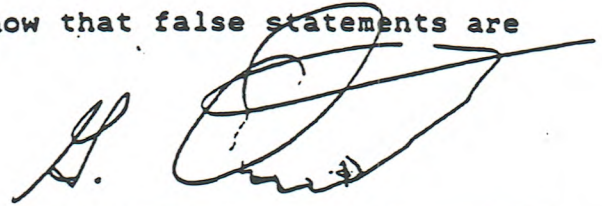
Hubbard and ten or her coconspirators were convicted of federal crimes and sentenced to prison. L. Ron Hubbard, however, who had in truth established Mary Sue's criminal network and was behind all the felonies for which the "criminals" had been convicted, continued to run the organization. He merely replaced Mary Sue's group with another, even more ruthless, coterie of Sea Org members. He changed the name of the organization arm Mary Sue had headed, the "Guardian's Office," which included the intelligence bureau, to the "Office of Special Affairs." The functions remained the same, and the new agency continued Hubbard's practice of attacking and smearing critics, terrorizing members and non-members, abusing the legal process, destroying civil rights, and perpetrating assaults, theft, blackmail, and whatever else served their purposes, in the name of "fair game."

12. In December 1986, I entered into a settlement agreement with the organization which was to compensate me monetarily for my claims against the organization resulting from the many years of abuse and the attacks since I left in 1981, and to end the attacks and continual threats. The organization, after it removed my lawyers from defending me, however, did not honor the agreement, but renewed its policy and practice of opportunistic hatred toward me. Since the settlement the organization has filed numerous false statements about me in courts internationally and accused me of crimes which the organization itself manufactured. It has libeled me to the press and public,

spied on, videotaped, and terrorized me, sued me for acts it forced on me and is actively trying to destroy my job and livelihood and have me removed from my residence.

13. Attached hereto is a copy of my valid Canadian passport.

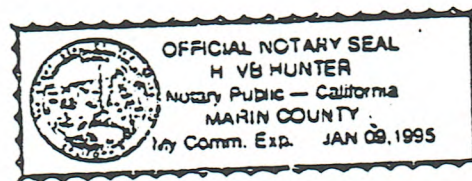
14. In delivering this testimony I know that it is destined to be produced in Court. I also know that false statements are criminally punished.



Gerald Armstrong

Sworn and subscribed to
before me this 19~~th~~ day
of February 1992


Notary Public



1972-61048

MENTIONS ET ABSTRACTIONS

Ce plissement entraîne pour les pays, tout d'abord, un choc. Le tableau des exportations se transforme en tableau de catastrophe et la production de la zone.



(Signature et date - Signature du titulaire)

[illegible]

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

--oOo--

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

Plaintiff,

vs.

GERALD ARMSTRONG; DOES 1-25,
inclusive,

Defendants.

**CERTIFIED
COPY**

No. BC 052395

DEPOSITION OF

GERALD ARMSTRONG

Volume III

October 7, 1992

REPORTED BY: LARRY BOSTOW, CSR# 5941

1 Q. Do you recall the reason for your telephone
2 call to Mr. Behar?

3 A. I think it had to do with the organization's
4 suing either Time or Reader's Digest for the reprint of
5 the Time article.

6 Q. So someone suing Time or Reader's Digest was
7 your reason for your calling Mr. Behar?

8 A. Someone?

9 Q. Right.

10 A. No.

11 Q. Then I misunderstood.

12 A. The organization's suit.

13 Q. Okay.

14 A. Right.

15 Q. Are you a party to that suit?

16 A. I'm sorry?

17 Q. Are you a party to that suit?

18 A. No.

19 Q. To the best of your recollection, during
20 that conversation, what did you say to him, and what did
21 he say to you?

22 MR. GREENE: At this point, Mr. Armstrong,
23 I'm going to instruct you not to answer that question
24 based on the attorney-client, work-product, and joint-
25 defense privileges.

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 IN AND FOR THE COUNTY OF MARIN

3 --000--

4
5 **CERTIFIED**
6 **COPY**

5 CHURCH OF SCIENTOLOGY
6 INTERNATIONAL, a California
7 not-for-profit religious
8 corporation,

9 Plaintiff,

10 vs.

No. BC 052395

11 Gerald Armstrong; Does 1-25,
12 inclusive,

13 Defendants.
14 _____/

15 DEPOSITION OF

16 GERALD ARMSTRONG

17 _____
18 Thursday, October 8, 1992

19 VOLUME IV
20
21
22
23
24

25 REPORTED BY: BARBARA H. STOCKFORD, CSR No. 4575

1 Q. When was the first time that you sent
2 something to Mr. Behar?

3 A. 1986.

4 Q. Was it before or after December of 1986?

5 A. Before.

6 Q. And what did you send to him?

7 A. I don't recall.

8 Q. When was the next time you sent something to
9 him?

10 A. 1986.

11 Q. How many times did you send things to him in
12 1986?

13 A. Either two or three.

14 Q. Do you recall anything that you sent to him
15 in that year regardless of which time it was that you
16 sent it to him?

17 A. No.

18 Q. Did you send anything to Mr. Behar after
19 1986?

20 A. Yes.

21 Q. When was the next time you sent something to
22 him?

23 A. I sent him a letter announcing my address.
24 I sent him things unrelated to the organization.

25 Q. You didn't send him anything else concerning

1 CSI or related entities?

2 A. I sent him a copy of the declaration written
3 at the request of Reader's Digest, and although I believe
4 I have sent him something else in this last year, I do
5 not recall what it is.

6 Q. Do you recall when you sent him the
7 declaration for Reader's Digest?

8 A. It would have been around the time that it
9 was executed.

10 Q. And yesterday, you testified that you sent
11 Mr. Lobsinger a letter. Did you send him any other
12 documents?

13 A. I sent him the organization's complaint, the
14 answer, cross-complaint. I think that's it.

15 Q. The answer and cross-complaint that you sent
16 to him are the ones that have now been superseded by the
17 amended answer and cross-complaint?

18 A. Right.

19 Q. When did you send him these documents?

20 A. Within the last two months.

21 Q. Anything else that you sent to Mr.
22 Lobsinger?

23 A. No.

24 Q. What did you send to the New York Times?

25 A. Complaint, that is, I believe, the amended

August 27, 1992

Sue Rummonds
Rummonds, Williams & Mair
Pacific Coast Highway &
Rio Del Mar Blvd.
311 Bonita Drive
Aptos, CA 95003

By Fax (letter and invoices only)

Re: Hunziker v. Applied Materials

Dear Ms. Rummonds:

First the numbers, for which I thank you for asking. Enclosed please find a copy of my bill of April 14, 1992 for \$1,534.10 along with a copy of my letter of April 13 which it accompanied. Also please find enclosed my bill of this date for \$215.00 for work done after April 14 in this case. The total amount due is \$1,749.10.

Second, to you and all the people cced below, and anyone else connected with the case, congratulations. Score one for good old-fashioned basic American whistle-blowing. I truly hope that my involvement was beneficial in what I sense to be an amicable resolution of the litigation. I understand that a joint press release was issued, and it would be helpful to me if your office could send me a copy.

I'm enclosing for your two law firms a copy of the amended complaint in Scientology v. Armstrong, LA Superior Court No. BC 052395 wherein the organization has sued me for \$250,000.00 plus fees and costs for whatever assistance I was in the Applied Materials case. I'm sending this along not only to let you know that our paths may cross again in the legal arena and that, although a settlement has been reached, your case lives on, but to give you a few minutes unexpected reading pleasure.

I am grateful for the opportunity to be a part of your case and to get to know and spend some time with each of you. Kate I haven't gotten to meet eye to eye yet, but we had a couple of good telephone chats. John and I will continue to fry other fish together. Jim, a pleasure, and I'm always available to talk to lawyers. Steven and Virginia, likewise, and same for laymen.

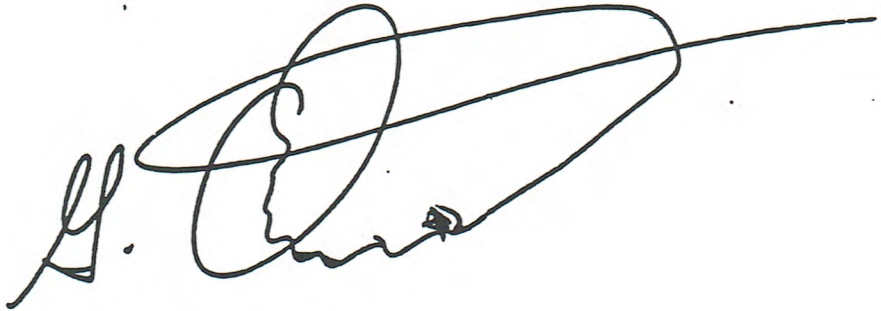
Thank you for a nice slice of literature, the chance to meet Cynthia Remmers and, Lord knows, some genuine well-remunerated and hence sorely needed hours of work at my specialty.

Please feel free to call me for any reason and you're near a

Sue Rummonds
Rummonds, Williams & Mair
August 27, 1992
Page 2.

phone.

Happiness to everyone.

A large, stylized handwritten signature in dark ink, likely belonging to Gerry Armstrong, with a long horizontal line extending to the right.

Gerry Armstrong
715 Sir Francis Drake Blvd
San Anselmo, CA 94960
(415)456-8450

Enclosures (4) (Armstrong complaint to JSR and JCE only)

cc: James S. Rummonds, Esquire
Rummonds, Williams & Mair
Pacific Coast Highway &
Rio Del Mar Blvd.
311 Bonita Drive
Aptos, CA 95003

: Steven Hunziker
C/O James S. Rummonds, Esquire
Rummonds, Williams & Mair
Pacific Coast Highway &
Rio Del Mar Blvd.
311 Bonita Drive
Aptos, CA 95003

: John C. Elstead, Esquire
4900 Hopyard Road, Suite 240
Pleasanton, CA 94566

: Kate Schuchmann
C/O John C. Elstead, Esquire
4900 Hopyard Road, Suite 240
Pleasanton, CA 94566

: Virginia Sanders
C/O John C. Elstead, Esquire
4900 Hopyard Road, Suite 240
Pleasanton, CA 94566

INVOICE

August 27, 1992

To: Sue Runmonds
Runmonds, Williams & Mair
311 Bonita Drive
Aptos, CA 95003

From: Gerald Armstrong
715 Sir Francis Drake Blvd.
San Anselmo, CA 94960

Work done from April 14, 1992 to August 27, 1992 in
connection with Hunziker v. Applied Materials, Santa Clara SC No.
692629:

Review trial brief, summary judgment memoranda, deposition
transcripts
Witness search

Fee:	\$215.00
TOTAL	\$215.00



IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

--oOo--

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

Plaintiff,

vs.

GERALD ARMSTRONG; DOES 1-25,
inclusive,

Defendants.

**CERTIFIED
COPY**

No. BC 052395

DEPOSITION OF

GERALD ARMSTRONG

Volume III

October 7, 1992

REPORTED BY: LARRY BOSTOW, CSR# 5941

20
1 MS. BARTILSON: Q. In your capacity as a
2 paralegal in, quote, "Scientology litigation," close
3 quote, that you've described here in paragraph 2 of your
4 affidavit, do you draft pleadings for Mr. Greene's
5 office?

6 MR. GREENE: Same two positions.

7 MS. BARTILSON: Q. Could you tell me, Mr.
8 Armstrong: When was the last time you did any work at
9 all for Mr. Greene's office concerning the Aznaran case?

10 MR. GREENE: Same two positions.

11 MS. BARTILSON: Q. And to make the record
12 complete, could you also tell me, please: When was the
13 last time that you performed any work for Mr. Greene's
14 office concerning any individual or group involved in a
15 dispute with any Scientology entity?

16 MR. GREENE: Same two positions.

17 MS. BARTILSON: Q. Do you know a gentleman
18 named James Rummonds?

19 A. Yes.

20 Q. Do you recall, when was the first time you
21 spoke with or met Mr. Rummonds?

22 A. Early this year.

23 Q. Was that an in-person meeting or a telephone
24 call?

25 A. In person.

1 Q. Who was present besides yourself and Mr.
2 Rummonds, if anyone?

3 A. At the very beginning of our meeting,
4 Margaret Singer was there.

5 Q. Where was the meeting?

6 A. At an office in Berkeley.

7 Q. Was it Dr. Singer's office?

8 A. No.

9 Q. Whose office was it?

10 A. I do not recall the name at this time.

11 Q. Was the person whose office it was present
12 at the meeting, as well?

13 A. No.

14 Q. How did you happen to meet with Mr. Rummonds
15 and Margaret Singer at Berkeley?

16 A. With Dr. Singer, it was an accident; I did
17 not make arrangements to meet her. With Mr. Rummonds, it
18 was arranged through his law office.

19 Q. But not by him?

20 A. I believe on his instructions.

21 Q. You spoke with someone from his law office
22 to set that meeting up; is that correct?

23 A. Yes.

24 Q. Who requested the meeting, you or Mr.
25 Rummonds?

1 A. He did.

2 Q. Did he tell you why he wanted to meet with
3 you? Or did someone tell you why he wanted to meet with
4 you, I should say?

5 A. Yes.

6 Q. And what was the reason?

7 A. It had to do with my designation as an
8 expert witness in a case called Hunziker -- H-u-n-z-i-
9 e-r -- vs. Applied Materials, Incorporated.

10 Q. Had you been designated as an expert witness
11 at the time that Mr. Rummonds was requesting a meeting?

12 A. Yes.

13 Q. By whom?

14 A. John Elstead, E-l-s-t-e-a-d.

15 Q. Do you remember approximately how long it
16 was after you were designated as an expert witness that
17 you were contacted by Mr. Rummonds' office?

18 A. No.

19 Q. How long did you meet with Mr. Rummonds in
20 Berkeley?

21 A. I believe two hours.

22 MR. GREENE: I'm sorry. I've got to
23 interrupt here.

24 Exhibit 14 is incomplete.

25 Gerry, would you see if you've got a page

1 Q. When you did that, was it your intention
2 that the affidavit would be used by Reader's Digest in
3 litigation?

4 A. I made it available for that purpose.

5 Q. Okay. Can you tell me, please, Mr.
6 Armstrong, the subjects that you discussed with Mr.
7 Rummonds during this first two-hour meeting that you had
8 with him earlier this year?

9 A. My history in the organization, the
10 settlement agreement, the effect of the settlement
11 agreement, the Geernaert ruling, the status of the
12 existing Armstrong II case, and my opinion, based on what
13 I knew, that the courses which were being taught,
14 implemented in Applied Materials, were Scientology, and
15 my knowledge of fraud, cover-ups, and fair game.

16 Q. Is that a complete list of the subjects that
17 you recall discussing with Mr. Rummonds at that meeting?

18 A. I think so.

19 Q. When you say that you discussed with him the
20 status of the Armstrong II case, do you recall what that
21 status was?

22 A. I had been sued.

23 Q. Do you recall if there was a restraining
24 order issued against you at all at that time?

25 A. I don't believe there was.

1 either from the plaintiffs in that case or from their
2 lawyers, the ones that you produced on March 3rd; is that
3 correct?

4 A. Right.

5 Q. Did you then, on March 8th, give more
6 documents to Mr. Elstead?

7 A. Yes.

8 Q. And how did those documents come into your
9 possession?

10 A. Some of them came into my possession at the
11 time of the Corydon deposition, and some of them came
12 into my possession subsequently from volumes --
13 Scientology's published works.

14 Q. Did the documents that you gave to Mr.
15 Elstead include actual copies of these volumes, or pages
16 from them?

17 A. Some pages from them.

18 Q. Did you make copies of those pages yourself?

19 A. Yes.

20 Q. From volumes that you owned?

21 A. Volumes that I possessed.

22 Q. Do you recall how many documents,
23 approximately, you gave to Mr. Elstead on that date?

24 A. I would say approximately 500 pages.

25 Q. And were all of those documents concerning

1 the Church of Scientology International and related
2 entities?

3 A. By which you mean that those organizations
4 or entities which predate the incorporation of CSI but
5 from which CSI sprung -- you are including those
6 organizations as related to CSI?

7 Q. Well, actually, the definition I am using
8 really would be the definition that is contained in the
9 settlement agreement. Let's see if that includes
10 organizations such as you've described.

11 MR. GREENE: "Scientology-related
12 organizations" is the most generic term.

13 MS. BARTILSON: That's the easiest way to do
14 it.

15 I'm looking at the "releasees." That's how
16 it's referred to in the agreement.

17 MR. GREENE: One word.

18 MS. BARTILSON: That's right. Two "e"s on
19 the end, "s."

20 And that includes officers, agents,
21 representatives, employees, volunteers, directors,
22 successors, assigns, and legal counsel of Church of
23 Scientology International, as well as the Church of
24 Scientology of California, its officers, agents,
25 representatives, employees, volunteers, directors,

1 successors, assigns and legal counsel; Religious
2 Technology Center, its officers, agents, representatives,
3 employees, volunteers, directors, successors, assigns
4 and legal counsel; all Scientology and Scientology-
5 affiliated organizations and entities and their officers,
6 agents, representatives, employees, volunteers,
7 directors, successors, assigns and legal counsel.

8 THE WITNESS: So, then, you are including
9 former -- those things -- if a staff member was a former
10 staff member, you are also including it in that?

11 MS. BARTILSON: Q. Well, it would be as of
12 1986, when the agreement was signed.

13 A. So -- Oh.

14 So, if someone had been a staff member in
15 1972 but it's 1986, they are not included in that group
16 of releasees. So --

17 Q. If they weren't in 1986, I guess they
18 wouldn't be, would they?

19 A. They wouldn't be. Okay. That sounds good.

20 So some of them did so relate.

21 Q. Okay. And did some of the documents relate
22 to predecessor organizations and individuals to Church of
23 Scientology International?

24 MR. GREENE: Preempts CSI organizations?

25 MS. BARTILSON: No. I mean predecessor

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 IN AND FOR THE COUNTY OF SANTA CLARA

3 --000--

4 13 MAR 1992

5 STEVEN HUNZIKER, KATE SCHUCHMANN,)
6 AND VIRGINIA SANDERS,)

7 PLAINTIFFS,)

8 VS.)

NO. 692629

9 APPLIED MATERIALS, INC., A DELAWARE)
CORPORATION; APPLIED SCHOLASTICS, INC.,)
10 A CALIFORNIA CORPORATION; WORLD)
INSTITUTE OF SCIENTOLOGY ENTERPRISES,)
11 A FLORIDA CORPORATION; JAMES MORGAN,)
LINDA OXMAN, GLEN TONEY, JAMES DELONG)
12 NANCY DEVITA, ANN BRANNAN, JOHN KANE,)
JAMES BAGLEY, INGRID GUDENAS, BOB)
13 JOHNSON, STEVE REA, JIM RYAN, GLEN)
SOPP, AND DOES 1 THROUGH 100,)
14 INCLUSIVE,)

15 DEFENDANTS.)

16
17
18 DEPOSITION OF GERALD ARMSTRONG

19 TUESDAY, MARCH 3, 1992

20 VOLUME I

21 (PAGES 1 - 182)

22
23 REPORTED BY:

24 JUDITH S. DOUTHIT, CSR #4531

1 A. RIGHT.

2 Q. DID YOU CALL THE RUMMONDS OFFICE THEN OR DID THEY
3 CALL YOU?

4 A. I THINK -- I THINK THAT WAS THE FIRST CONTACT
5 THAT WAS MADE.

6 Q. HAD YOU AGREED TO TESTIFY ON BEHALF OF STEVEN
7 HUNZIKER AS WELL AS ON BEHALF OF MR. ELSTEAD'S CLIENTS?

8 A. I DON'T -- I DON'T KNOW IF I HAD BEEN ASKED
9 SPECIFICALLY AT THAT TIME, BUT I DID NOT IN MY OWN MIND
10 DIFFERENTIATE BETWEEN THE CLIENTS, ALTHOUGH I KNEW THERE
11 WERE THREE. I THOUGHT THAT IT WAS ON THEIR BEHALF, AND AT
12 THAT TIME I DID NOT KNOW BEYOND THAT.

13 Q. OKAY, SO THEN YOU MET WITH MR. RUMMONDS.

14 DO YOU REMEMBER THE EXACT DATE? IT WAS A FRIDAY?

15 A. YEAH, I BELIEVE I COULD --

16 Q. WE COULD LOOK AT THE DATE YOU GOT YOUR NOTICE,
17 WHICH WAS THE 18TH, IF I REMEMBER CORRECTLY?

18 A. AND THE 18TH IS WHAT?

19 Q. IT'S A TUESDAY.

20 A. OKAY, THEN --

21 Q. FRIDAY IS THE 21ST. IT WOULD HAVE BEEN A WEEK
22 AGO FRIDAY.

23 A. OKAY.

24 Q. IS THAT ACCURATE THEN?

25 A. IF THE 21ST IS A FRIDAY, IT WAS ACCURATE.

26 Q. SO FEBRUARY 21ST IS WHEN YOU FIRST MET JIM

1 RUMMONDS?

2 A. RIGHT.

3 Q. AND THEN THE FIRST TIME YOU TALKED WITH
4 MR. ELSTEAD ABOUT THE CASE, OTHER THAN THE FEW SECONDS WHERE
5 HE TOLD YOU HE HAD LISTED YOU AS A WITNESS, WAS SOMETIME
6 AFTER THE 21ST? WOULD THAT HAVE BEEN THE WEEK OF THE 24TH
7 THEN, THIS LAST WEEK? THE 24TH IS A MONDAY.

8 A. SO IT WAS THE 23RD, ON A SUNDAY.

9 Q. HOW LONG DID YOU TALK WITH JIM RUMMONDS?

10 A. BETWEEN TWO AND THREE HOURS.

11 Q. AND WHO ELSE WAS PRESENT, IF ANYONE?

12 A. FOR A VERY BRIEF TIME, AND ONLY FOR
13 INTRODUCTIONS, AND THEY HAD SOME BUSINESS WHICH I DON'T
14 KNOW, MARGARET SINGER WAS PRESENT.

15 Q. HAVE YOU MET MARGARET SINGER BEFORE THE 23RD OF
16 FEBRUARY, THIS LAST MONTH?

17 A. YES.

18 Q. ON HOW MANY OCCASIONS?

19 A. PERHAPS TEN OR TWELVE.

20 Q. IN WHAT CAPACITY?

21 A. INITIALLY AS A CLIENT.

22 Q. YOU WERE HER CLIENT?

23 A. RIGHT. AND THEN JUST AS FRIENDS AND ASSOCIATES
24 INVOLVED WITH THE ORGANIZATION.

25 Q. YOU MEAN THE CHURCH OF SCIENTOLOGY?

26 A. RIGHT.

1 A. NO! THAT WAS RUMMONDS? GO AHEAD.

2 MR. ELSTEAD: THAT WAS GOOD.

3 BY MS. REMMERS: Q. HAVE YOU SEEN JIM RUMMONDS
4 BETWEEN THE MEETING YOU'RE DESCRIBING NOW IN BERKELEY AND
5 TODAY?

6 A. NO.

7 Q. OKAY, NOW YOU WERE DESCRIBING THIS MEETING THAT
8 YOU HAD ON FRIDAY, THE 21ST, WITH JIM RUMMONDS.

9 CAN YOU TELL ME WHAT YOU RECALL TALKING ABOUT?
10 IN OTHER WORDS, LET ME MAKE IT EASIER. WHAT DID
11 MR. RUMMONDS, IF ANYTHING, ASK YOU TO TESTIFY ABOUT?

12 A. PRINCIPALLY, WHAT HAPPENED DURING MOST OF THAT
13 TIME WAS MY RECITATION OF MY HISTORY IN THE ORGANIZATION AND
14 HISTORY OF LITIGATION INVOLVING THE ORGANIZATION.

15 Q. DID MR. --

16 A. AND HE ASKING ME WITHIN THAT A FEW DIRECTIONAL
17 QUESTIONS OR ASKING FOR CLARIFICATION AS I LAID OUT MY
18 HISTORY.

19 Q. OKAY. DID HE AT ANY POINT IN YOUR CONVERSATION
20 ASK YOU TO TESTIFY AS AN EXPERT ON ANY PARTICULAR TOPIC?

21 A. I DON'T RECALL HIM ASKING THAT SPECIFIC QUESTION,
22 BUT I DO RECALL DISCUSSING WHAT I WOULD TESTIFY TO AS AN
23 EXPERT.

24 Q. DO YOU RECALL WHAT HE ASKED YOU, IF ANYTHING?
25 DID HE ASK YOU WHAT YOU WOULD BE ABLE TO DISCUSS OR TESTIFY
26 TO?

1 SEA ORG MEMBERS ARE SCIENTOLOGY STAFFERS WHO HAVE
2 TAKEN A BILL -- A YEAR CONTRACT; AND THAT W.I.S.E. WAS SET
3 UP TO SUPERVISE THE APPLICATION OF SCIENTOLOGY TECHNOLOGY IN
4 BUSINESS OR OTHER FIELDS SUCH AS EDUCATION; AND THAT THEY
5 DERIVED A ROYALTY FROM BUSINESSES WHICH APPLIED SCIENTOLOGY,
6 ADMINISTRATIVE OR OTHER, TECHNOLOGY.

7 Q. SO THEY RAN LIKE -- CORRECT ME IF I'M WRONG --
8 LIKE A LICENSING ORGANIZATION SO THAT PEOPLE COULD BUY THE
9 RIGHT TO DISSEMINATE HUBBARD TECHNOLOGY; IS THAT RIGHT?

10 A. I -- THOSE ARE YOUR WORDS, AND I HESITATE TO SAY
11 ANYTHING ABOUT IT BEYOND WHAT I KNEW AT THE TIME. AND I
12 UNDERSTOOD AT THE TIME -- I WAS NOT DIRECTLY INVOLVED IN IT
13 MYSELF, IN APPLIED SCHOLASTICS OR W.I.S.E. I DID NOT WORK
14 IN EITHER OF THOSE UNITS.

15 Q. NOW, YOU SAID THAT YOU MET WITH MR. ELSTEAD ON
16 SUNDAY, THE 23RD, WHICH IS TWO DAYS AFTER YOU MET WITH
17 MR. RUMMONDS?

18 A. RIGHT.

19 Q. HOW LONG DID YOU MEET WITH MR. ELSTEAD?

20 A. PERHAPS AN HOUR. PERHAPS HALF-AN-HOUR.

21 Q. WHERE WAS THAT?

22 A. IN A COFFEE SHOP IN BERKELEY.

23 Q. WAS ANYONE ELSE PRESENT?

24 A. NO.

25 Q. AND CAN YOU TELL ME WHAT YOU TWO TALKED ABOUT?

26 A. WE HAD A COUPLE OF PIECES OF BUSINESS, SOME OF

1 WHICH DOES NOT INVOLVE THIS CASE AND I WILL NOT GET INTO
2 THAT.

3 BUT INVOLVING THIS CASE, I TOLD HIM ABOUT MY
4 MEETING WITH JIM RUMMONDS. I TOLD HIM OF MY ASSESSMENT OF
5 THE CASE AT THAT TIME. I STATED THAT IN MY VIEW, FROM WHAT
6 I HAD SEEN, THAT SCIENTOLOGY WAS INVOLVED, AND THAT THE WAY
7 THE PLAINTIFFS APPEARED TO HAVE BEEN TREATED WAS CONSISTENT
8 WITH SCIENTOLOGY DEALINGS.

9 Q. SO WHEN YOU SAY YOU TOLD MR. ELSTEAD THAT
10 SCIENTOLOGY WAS INVOLVED, WHAT DO YOU MEAN BY THAT?
11 INVOLVED IN WHAT WAY?

12 A. THAT APPLIED SCHOLASTICS WAS A -- SIMPLY A
13 RESTATEMENT OF SCIENTOLOGY PROCEDURES AND PRACTICES.

14 Q. WERE YOU OPINING THAT YOU FELT THAT ANYONE AT
15 APPLIED MATERIALS WAS A SCIENTOLOGIST THAT WAS ACTING
16 AGAINST PLAINTIFFS HERE? WAS THAT THE OPINION YOU EXPRESSED
17 TO MR. ELSTEAD?

18 A. AT THAT TIME I DID NOT KNOW, AND I STILL DO NOT
19 KNOW WHO EXACTLY THE SCIENTOLOGISTS ARE WHO ARE INVOLVED.

20 Q. HAVE YOU EVER MET A SCIENTOLOGIST THAT YOU KNOW
21 TO WORK AT APPLIED MATERIALS?

22 A. NO.

23 Q. BUT IS IT PART OF YOUR OPINION THAT THERE ARE
24 EMPLOYEES AT APPLIED MATERIALS WHO ARE SCIENTOLOGISTS AND
25 WHO HAVE TAKEN ADVERSE ACTIONS AGAINST THE PLAINTIFFS IN
26 THIS CASE?

1 A. ONLY THAT THE WAY THEY WERE DEALT WITH IS
2 CONSISTENT WITH THE WAY SCIENTOLOGY DEALS WITH WHAT IT
3 PERCEIVES ARE ITS CRITICS.

4 Q. WHAT IS THAT?

5 A. AND THE SECOND PART OF THAT IS THAT
6 SCIENTOLOGISTS OFTEN AGREE TO NOT ADMIT TO THEIR CONNECTION
7 TO THE SCIENTOLOGY ORGANIZATION, TO ASSUME VARIOUS COVERS,
8 AND TO OBSTRUCT JUSTICE; THAT IS, TO DENY INVOLVEMENT OR TO
9 TESTIFY FALSELY AS TO FACTS OR LINES OF CONTROL.

10 Q. SO IS IT YOUR OPINION IN THIS CASE, BASED ON YOUR
11 REVIEW OF THE MATERIALS YOU'VE BEEN PROVIDED SO FAR AND YOUR
12 DISCUSSIONS WITH COUNSEL AND PLAINTIFFS, THAT THERE ARE
13 EMPLOYEES AT APPLIED MATERIALS THAT ARE SCIENTOLOGISTS THAT
14 ARE DENYING THAT THEY ARE SCIENTOLOGISTS?

15 A. NO, BUT IF THAT WERE THE CASE, THAT IS CONSISTENT
16 WITH THE PRACTICES OF SCIENTOLOGY.

17 Q. WHAT ELSE DO YOU RECALL ABOUT YOUR DISCUSSION
18 WITH MR. ELSTEAD ON THE 23RD?

19 MR. ELSTEAD: REGARDING THIS CASE?

20 BY MS. REMMERS: Q. RIGHT.

21 A. I TOLD HIM -- I THINK WE WENT OVER SCHEDULING AT
22 THAT TIME, THAT MY DEPOSITION WAS GOING AHEAD AND AGREED TO
23 ON A CERTAIN DATE. I ASKED FOR HIS PERMISSION TO TALK TO
24 HIS CLIENTS. I DID THAT WITH MR. RUMMONDS AS WELL. THAT'S
25 ANOTHER THING, BECAUSE I WANTED TO DO THAT IN ORDER TO GET
26 THEIR STATEMENTS.

1 AND SO HE -- HE AGREED THAT I COULD AT THAT TIME,
2 AND HE MAY HAVE GIVEN ME THE -- A WAY OF CONTACTING THEM
3 THEN, BUT I THINK HE CALLED ME BACK A DAY OR TWO LATER.

4 Q. NOW, DID MR. ELSTEAD TELL YOU WHAT HE WANTED YOU
5 TO TESTIFY ABOUT ON BEHALF OF HIS CLIENTS?

6 A. MY RECOLLECTION IS THAT I PRESENTED TO HIM HOW I
7 CONSIDERED THAT MY KNOWLEDGE AND MY AREA OF EXPERTISE FIT
8 INTO WHAT I THEN KNEW OF THE CASE.

9 Q. AND HAVE YOU TOLD ME WHAT YOU TOLD HIM, IN THAT
10 MEETING?

11 A. PRINCIPALLY, I THINK YOU GET THE PICTURE OF WHERE
12 I'M COMING FROM, AND WHAT I KNOW, AND WHAT OPINION I FORMED
13 REGARDING THIS CASE.

14 Q. HAVE YOU TOLD ME EVERY OPINION YOU NOW HOLD . . .

15 A. OH, I DON'T KNOW.

16 Q. . . . ABOUT THIS CASE?

17 WELL, THAT'S WHAT WE'RE HERE TO DO.

18 A. WELL, YOU CAN SET UP SITUATIONS AND ASK MY
19 OPINION. THERE ISN'T ANYTHING THAT I'M WITHHOLDING ABOUT AN
20 OPINION BUT --

21 Q. WELL, HAVE YOU FORMED ANY OTHER OPINIONS THAT YOU
22 BELIEVE YOU ARE QUALIFIED TO TESTIFY ABOUT IN THIS CASE,
23 OTHER THAN WHAT YOU'VE ALREADY TESTIFIED TO UNDER OATH?

24 A. NOTHING COMES TO MIND.

25 Q. NOW, DID YOU THEN GO AHEAD AND TALK TO THE
26 PLAINTIFFS? YOU SAID --

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

--oOo--

CHURCH OF SCIENTOLOGY INTERNATIONAL,
a California not-for-profit religious
corporation,

**CERTIFIED
COPY**

Plaintiff,

vs.

No. BC 052395

GERALD ARMSTRONG; DOES 1 through 25,
inclusive,

Defendants.

DEPOSITION OF

GERALD ARMSTRONG

Wednesday, July 22, 1992

Volume II, Pages 179 - 293

REPORTED BY: KATHERINE NG, CSR NO. 6350

MARY HILLABRAND INC.

CERTIFIED SHORTHAND REPORTERS

520 SUTTER STREET / off UNION SQUARE SAN FRANCISCO, CA 94102

PHONE 415 / 788-5350 FAX 415 / 788-0657

1 back and forth at that time.

2 Q. Okay. What do you intend to do to prepare
3 yourself for your trial testimony, if anything?

4 A. I will stay in touch with the lawyers. I will
5 review my deposition transcripts. That's principally it.

6 Q. By staying in touch with the lawyers, do you
7 mean to discuss what you're going to testify to?

8 A. I think if they have any interest, but I think
9 I have already gone through two days of depositions, so I
10 doubt that they're going to ask me that. But stay in
11 touch, when do they want me, and how they want to
12 schedule it, because it's a big case.

13 Q. Have you discussed with any of the lawyers any
14 of the other testimony that is going to be given, as far
15 as you understand it?

16 A. Other testimony of other people?

17 Q. Right.

18 A. I don't, I don't think I have specifically
19 discussed that.

20 Q. Do you know a man named Jerry Fagelbaum?

21 A. Yes.

22 Q. Who is he?

23 A. He's a lawyer in Los Angeles.

24 Q. How did you meet Mr. Fagelbaum?

25 A. I met him in his office in Los Angeles on May

1 27, I think.

2 Q. Of this year or?

3 A. Right, this year.

4 Q. And what was the purpose of the meeting that
5 you had with Mr. Fagelbaum?

6 A. He wanted me to authenticate an earlier
7 declaration which I had written.

8 Q. Did you know he wanted you to authenticate this
9 declaration?

10 A. I was in the courtroom that day, and I was
11 handed a note from I believe Ms. Cervantes, but I'm not
12 quite sure. But in any case, I got a little message pad
13 note indicating that he had called for me, so I returned
14 the call.

15 Q. And what courtroom were you in that day?

16 A. I think it was Department 88.

17 Q. That was Judge Sohigian's courtroom?

18 A. Right.

19 Q. And his clerk gave you a note, a message from
20 Mr. Fagelbaum?

21 A. Well, I hesitate to get his clerk in trouble,
22 but, yes.

23 Q. As far as you know?

24 A. Right.

25 Q. As far as you know, Mr. Fagelbaum had left a

1 message for you?

2 A. Right.

3 Q. Did you know who he was?

4 A. I had spoken to him previously, so I knew
5 something about him.

6 Q. When did you speak to him previously?

7 A. Maybe a year before. I'm not quite sure.

8 Q. And what was the subject of that previous
9 conversation?

10 A. I don't recall.

11 Q. Did it have anything to do with the Church of
12 Scientology?

13 A. It may have.

14 Q. Did you know that Mr. Fagelbaum was a lawyer
15 that was litigating a case against something called the
16 Religious Technology Center?

17 A. Right.

18 Q. Tell me what your understanding of that is?

19 A. It's an arm of the organization.

20 Q. That wasn't something that you learned from Mr.
21 Fagelbaum; is that right?

22 A. No.

23 Q. You knew that at the time?

24 A. Right.

25 Q. Do you know who Mr. Fagelbaum represents?

1 perhaps as an affidavit and perhaps with different
2 headings with captions, four different cases, but at
3 least the first one, the first original went to Michael
4 Flynn.

5 Q. And this was for your litigation against the
6 Church of Scientology is that right?

7 A. Well, I guess, yes.

8 Q. Okay.

9 MR. GREENE: Mr. Armstrong, don't guess.

10 THE WITNESS: Okay.

11 MR. GREENE: If you don't know, say that you
12 don't know. Give your best estimate, but guessing is not
13 a good idea.

14 THE WITNESS: It was to assist, it was to help
15 in my battle with Scientology.

16 (Plaintiff's Exhibit 8 was marked.)

17 MR. WILSON: Q. Exhibit 8 is a pleading that
18 is entitled too long for me to read, filed in a case in
19 Central District Court of U.S. District Court,
20 California.

21 Is that the declaration that you signed in Mr.
22 Fagelbaum's office in the 27th of May?

23 A. It appears to be, yes.

24 Q. Is paragraph 4 where it refers to Exhibit C,
25 which unfortunately we don't have here, is that the

1 declaration that you have been testifying to?

2 A. Ask the question again.

3 MR. GREENE: Mr. Armstrong, with respect to any
4 questions that are propounded to you about the
5 authenticity of documents which are not before you, I
6 instruct you not to answer.

7 MR. WILSON: On what basis?

8 MR. GREENE: No foundation.

9 MR. WILSON: All right.

10 Q. Let's do it this way then. You just testified
11 that you authenticated a declaration for Mr. Fagelbaum;
12 is that right?

13 A. Right.

14 Q. And paragraph 4 says "Attached hereto as
15 Exhibit 'C' is a true and correct copy of a Supplemental
16 Affidavit signed by myself in that litigation known as
17 Tonja Burden v. Church of Scientology California, and it
18 goes on.

19 A. Okay.

20 Q. We don't have that attached here. But as far
21 as you know, when you signed the original of this
22 declaration, was there an Exhibit C attached to it?

23 A. I saw Exhibit C at that time, yes.

24 Q. And did you recognize Exhibit C?

25 A. Yes.

1 Q. What was it?

2 A. It was this, that document related to MCCA tape
3 transcript.

4 Q. It was a declaration that you had previously
5 given?

6 A. Well, it says here an affidavit, and I believe
7 that it was an affidavit.

8 Just to go back so that we both, my
9 recollection is this particular document was prepared and
10 filed in a number of cases identical, except for its
11 caption.

12 Q. And by that particular document, you're
13 referring to the affidavit that is described in paragraph
14 4; is that right?

15 A. Right.

16 Q. Can you tell me in general what that affidavit
17 says?

18 A. My recollection is that it contains a partial
19 transcript of MCCA tapes.

20 Q. What are MCCA tapes?

21 A. They were tape recordings made concerning a, or
22 mission called Mission Corporate Category Sort-Out. And
23 they, in 1982, became part of what were known as the
24 Armstrong documents, and then they became the subject of
25 what is known as the Zolin litigation which involved the

1 U.S. Government. And they ultimately were found, I
2 believe by the Ninth Circuit, to contain evidence of
3 fraud which made them an exception to the attorney-client
4 privilege, and they were released to the IRS.

5 Q. Now, you say that this declaration was filed in
6 a number of different cases?

7 A. Right.

8 Q. One of them being the Burden case; right?

9 A. Right.

10 Q. Can you tell me the other cases, as far as you
11 know, that this declaration was filed in?

12 A. I believe Van Schaick, McLean. I was told
13 Toronto. Those were ones that I have some certainty
14 about.

15 Q. Now, when was your affidavit filed in the
16 Burden case, do you know?

17 A. I was not there specifically, but I believe
18 1982.

19 Q. Okay. And the Van Schaick case?

20 A. I believe also 1982.

21 Q. And the McLean case?

22 A. I believe also 1982.

23 Q. And Toronto?

24 A. I believe also 1982.

25 Q. And as far as you know, was it filed in any

1 other case between 1982 and 1992 when you signed this
2 declaration which has been marked as Exhibit 8?

3 A. I'm not certain. I believe, not with
4 certainty, but I believe it was filed in Corydon.

5 Q. When, as far as you know?

6 A. Mid to late '80s.

7 A. I think also, I'm not sure again, the form or
8 the caption that it had, but in government cases I think
9 involving the IRS.

10 Q. When this declaration was first prepared, did
11 you draft it or did somebody else draft it?

12 A. I believe that I transcribed part of the tape,
13 and the partial transcription was sent to Michael Flynn
14 from which a draft of the affidavit was sent back to me.
15 And my recollection is that I edited the draft and
16 prepared the final copy. But it may be that my edited
17 draft then went back to Flynn and then was redone. I say
18 that because I would not have put the caption on it which
19 would have identified it as going to the Burden case, but
20 rather I prepared the substance of it, and then that was
21 put into the declaration or affidavit which had the
22 caption on it.

23 Q. And this all occurred in approximately 1982?

24 A. I believe so. But I have authenticated the
25 same affidavit a number of times in other litigation

1 afterwards from the same document, either by
2 authentication by another document or its new preparation
3 and then new signature.

4 In fact, it just reminded me, I have a
5 recollection of it also being used in the Wollersheim
6 case or being authenticated for the Wollersheim lawyers.

7 Q. So there would be two ways that you would have
8 either authenticated it in a form similar to Exhibit 8 or
9 re-executed it with a different caption; is that
10 accurate?

11 A. That's my recollection, yes.

12 Q. You would have done one of those two things in
13 the cases that you testified to earlier; is that correct?

14 A. That's my recollection. As I say, it was done
15 a number of times through the period that I was involved
16 in the litigation.

17 Q. Now, prior to the time that you did it in June
18 of '92, when was the next most recent time? Do you
19 remember either authenticating it with an authenticating
20 declaration or re-executing it?

21 A. Sometime during the time that I worked in the
22 Flynn office.

23 Q. And that would have been when?

24 A. '85, '86.

25 Q. There was a period of time of somewhere between

1 five and six years when you did not either
2 re-authenticate or re-execute it; is that accurate?

3 A. Right.

4 Q. Have you ever known Gary Bright?

5 A. Yes.

6 Q. Who is Gary Bright?

7 A. He is another lawyer who represents David Mayo.

8 Q. In the RTC versus Scott case?

9 A. I believe so.

10 Q. And when did you meet Mr. Bright?

11 A. I think that the first time I met him was May
12 27.

13 Q. Of '92?

14 A. Right.

15 Q. Would that be in connection with executing this
16 affidavit that we just discussed?

17 A. Yes.

18 Q. Have you met him any other times?

19 A. I have no recollection of meeting him.

20 Q. When you met with him, was Mr. Fagelbaum there?

21 A. Yes.

22 Q. How long did the meeting take?

23 A. A few minutes.

24 Q. Can you tell me what was discussed? Did they
25 tell you anything about the case?

1 A. I asked them because I had heard about it, and
2 I had not seen a copy of it, if I could have a copy or if
3 they had a copy of the Kolts ruling in that case, and
4 they did at that time give me the Kolts ruling.

5 They had another document, and I don't recall
6 what it is right now, but I believe Exhibit B, which they
7 asked me to authenticate. But I, my recollection is that
8 I said I was not able to authenticate it.

9 Q. Do you remember what it was that you were asked
10 to authenticate?

11 A. No.

12 Q. Okay.

13 A. And then I looked over the, this document and,
14 and the two documents which I was asked to authenticate
15 and I signed this document. And then we exchanged
16 good-bys and I left.

17 Q. And no other subjects were discussed at the
18 meeting?

19 A. I, no, I don't think so.

20 Q. Have you spoken to Mr. Fagelbaum since that
21 meeting?

22 A. No.

23 Q. Have you spoken to Mr. Bright since that
24 meeting?

25 A. No.

1 Jerold Fagelbaum, Esq.
2 LAW OFFICES OF JEROLD FAGELBAUM
3 2029 Century Park East, Suite 3270
4 Los Angeles, California 90067
5 Telephone: (310) 286-7634

6 Attorneys for Defendants and Counter-Claimants
7 DAVID MAYO, AND THE CHURCH OF NEW CIVILIZATION

8 Gary M. Bright, Esq.
9 BRIGHT & POWELL
10 5464 Carpinteria Avenue, Suite E
11 Carpinteria, California 93013
12 Telephone: (805) 684-3480



13 Attorneys for Defendants and Counter-Claimants
14 DAVID MAYO, CHURCH OF NEW CIVILIZATION, and Defendants
15 JOHN NELSON, HARVEY HABER, VIVIEN ZEGEL AND DEDE REISDORF

16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 RELIGIOUS TECHNOLOGY CENTER, a)
19 California corporation, et al.,)

20 Plaintiffs,)

21 vs.)

22 ROBIN SCOTT, an individual,)
23 et al.)

24 Defendants.)

25 RELIGIOUS TECHNOLOGY CENTER, a)
26 California corporation, et al.,)

27 Plaintiffs,)

28 vs.)

29 LARRY WOLLERSHEIM, an)
30 individual, et al.,)

31 Defendants.)

32 AND RELATED COUNTER-CLAIMS)

CV 85-711 JMI (Bx)
CV 85-7197 JMI (Bx)

SUPPORTING DECLARATION OF
GERRY ARMSTRONG TO
DEFENDANTS' AND COUNTER-
CLAIMANTS' OPPOSITION TO
PLAINTIFFS' AND COUNTER-
DEFENDANTS' MOTION FOR
PROTECTIVE ORDER RE FIFTH
REQUEST FOR PRODUCTION OF
DOCUMENTS OR THINGS AND FOR
SANCTIONS

DATE: June 10, 1992
TIME: 5:00 P.M.
CTRM: Hon. James G. Kolts
Special Master,
Pasadena, Hilton

DECLARATION OF GERRY ARMSTRONG

I, Gerry Armstrong, declare:

1. I am a party to that litigation known as Church of Scientology of California v. Gerald Armstrong, L.A.S.C. Case No. 420153 (hereinafter the "Armstrong" litigation).

2. I am familiar with the pleadings and records in the Armstrong litigation and submit this Declaration based upon my own personal knowledge of the matters contained herein, and if called as a witness, could and would competently testify thereto.

3. Exhibit "A" hereto are true and correct copies of Reporter's Transcripts of Proceedings held in the Armstrong litigation before the Honorable Paul G. Breckenridge, Jr.

4. Attached hereto as Exhibit "C" is a true and correct copy of a Supplemental Affidavit filed by myself in that litigation known as Tonja Burden v. Church of Scientology California, United States District Court, Middle District of Florida, Case No. 80-501-CIV-T-K.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this Declaration is made and executed this 27th day of May, 1992 at Los Angeles, California.



GERRY ARMSTRONG

29
27
26
25
24
23
22
21
20
19
18
17
16
15
14
13
12
11
7
6
5
4
3
2
1

COPY

PAGES 1564 - 1735, INCL.

NANCY L. HARRIS, CSR 644
HERBERT CANNON, CSR 1923
Official Reporters

VOLUME 10

(See Appearances Page)

APPEARANCES:

Friday, May 11, 1984

REPORTERS' TRANSCRIPT OF PROCEEDINGS

Intervenor.

MARY SUE HUBBARD,

Defendant.

GERALD ARMSTRONG,

vs.

Plaintiff,

CHURCH OF SCIENTOLOGY OF CALIFORNIA,

DEPARTMENT NO. 57

HON. PAUL G. BRIDGEMAN, JR., JUDGE

FOR THE COUNTY OF LOS ANGELES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

No. C 420153

(3)

1
2
3 APPEARANCES:

4 For the Plaintiff:

PETERSON & BRYNAN
BY: JOHN G. PETERSON
8530 Wilshire Boulevard
Suite 407
Beverly Hills, California 90211
(213) 659-9965

8 -and-

9 ROBERT N. HARRIS
The Oviatt Building
617 South Olive Street
Suite 915
Los Angeles, California 90014
(213) 626-3271

10
11
12 For the Intervenor:

13 LITT & STORMER
BY: BARRETT S. LITT
Paramount Plaza
3550 Wilshire Boulevard
Suite 1200
Los Angeles, California 90010
(213) 386-4303

15
16
17 -and-

18 BARRETT S. LITT
BY: MICHAEL S. MAGNUSON
The Oviatt Building
617 South Olive Street
Suite 1000
Los Angeles, California 90014
(213) 623-7511

19
20
21 For the Defendant:

22 CONTOS & BUNCH
BY: MICHAEL J. FLYNN
-and-
24 JULIA DRAGOJEVIC
5855 Topanga Canyon Boulevard
Suite 400
25 Woodland Hills, California 91367
26 (213) 716-9400
27
28

INDEX FOR VOLUME 10

Pages 1564 - 1739, inc

Day	Date	Pag
-----	------	-----

WITNESS

DEFENSE:

DIRECT

ARMSTRONG, Gerald
(resumed)
(resumed)

1565
1658

EXHIBITS

DEFENSE:

FOR IDENTIFICATION

DD - Document re Dive Bomber, 2-11-80	1579
EE - 3-page letter, Wertheimer to Brennan, 11-17-80	
FF - 2-page letter, Wertheimer to Brennan, 12-2-80	
GG - 1-page letter, Brennan to Wertheimer, 1-2-81	1633
HH - 4-page letter, 10-23-81 & 1 page, 10-23-81	1653
II - 6-page letter, Gerry to Cirrus, 11-25-81	1654
JJ - 9-page letter, Young to Sue, 11-18-81	1666
KK - 1-page handwritten letter, to Sue, 11-28-81	1672
LL - 1-page letter, vaughn to Karin, 11-28-81	1676
MM - 6-page document	
NN - 1-page document	
OO - Letter, 12-16	1697
PP - Document, 2-18-82	1698
QQ - letter, 2-24-82	1702
RR - ECO policy letter, 10-18-87	1704
SS - Two color photographs	1730

9-1

1 Q A 35-foot sailboat?

2 A Yes.

3 Q Okay. Now did that situation with Mr. Parsons

4 end up in litigation?

5 A Yes.

6 Q And are those litigation records under seal?

7 A Yes.

8 Q Now were there other records that you found

9 under seal that indicated Mr. Hubbard's physical condition u

10 until 1949?

11 A There is a great number of records on that

12 subject.

13 Q Okay. Now after you found that these contradi

14 existed, what did you do?

15 A Well, right at this time or shortly thereafter

16 ~~Laurel was signed to a mission~~, a mission which is called

17 MCCS, Mission Corporate Category Sort-Out, and she was

18 going to be having extensive dealings with Mr. Hubbard's

19 attorney, Alan Wertheimer, and his tax attorney at that time

20 Jim Murphy, both of whom had offices in Beverly Hills. So

21 we were at that time in Gilman Hot Springs and it was decide

22 that it would make more sense if we moved into Los Angeles.

23 Laurel was to move. I was at some point asked

24 to be her second on the mission. There was a mission in

25 charge, and if there is more mission personnel, they are

26 designated second, third, fourth, fifth, sixth et cetera,

27 and I was to be the mission second.

28 Q And this was what they called the MCCS mission

9-2

1 A Right.

2 In addition, all the top personnel of the
3 CMO at that point also moved into Los Angeles, and they moved
4 all the international management personnel from Gilman Hot
5 Springs into Los Angeles, so it made more sense because we
6 would be dealing with those personnel and dealing with
7 attorneys to move into Los Angeles. So I moved at that point
8 along with Laurel, and I moved in all the materials which
9 were from archives, the archives which I was establishing at
10 that point. I principally had only the materials from
11 Del Sol, so I moved into Los Angeles.

12 Q And the purpose of the move was because of the
13 MCCA Mission?

14 A Right.

15 Q Now, did the MCCA Mission become inter-related
16 to the biography project over the next year and a half?

17 A Yes.

18 Q And did it become an integral part of the
19 biography project?

20 A Well they were connected. I wouldn't say that
21 MCCA was a part of the biography project. Maybe the biography
22 project was part of MCCA.

23 MCCA dealt with a number of subjects, one of
24 which was the biography contract and the biography project.

25 Q Now, what was the purpose of the MCCA Mission?

26 MR. HARRIS: I will object, Your Honor; no foundation

27 THE COURT: Well if you know.

28 THE WITNESS: The purpose of the MCCA Mission was to

1 allow or set up the legal procedures or steps or mechanisms
2 by which Mr. Hubbard could retain control but not be responsible
3 for the organization.

4 Q BY MR. FLYNN: How do you know that, Mr. Armstrong?

5 A Because I was involved in the initial briefing
6 and in the correspondence from Mr. Hubbard which were given
7 to Laurel and myself at the outset.

8 I also was involved in a number of meetings,
9 discussions with Laurel Sullivan and similar discussions
10 with Alan Wertheimer.

11 MR. BARRIS: Your Honor, at this point I will move to
12 strike as a conclusion of the witness based upon hearsay,
13 or if not, attorney-privileged communication which he is
14 disclosing at this point.

15 The MCCS Mission, the subject of the corporate
16 sort-out, involved many attorneys and involved church personnel
17 who were in liaison with such attorneys in respect to church
18 matters and sorting out corporate church matters as well as
19 the relationship of the founders of the church, and on that
20 basis I'd move to exclude any further testimony in respect
21 to that.

22 MR. LITT: Furthermore, Your Honor, the church can
23 provide documents that show what the purpose of this is.
24 This implication -- there is no foundation for his statement
25 statement of what he recalls.

26 If the court wants, we can provide in camera to
27 the court whatever documents are necessary to show that this
28 whole activity was directed by attorneys for the purpose of

1 determining the various inter-relationships between a number
2 of different church organizations and the founder of
3 Scientology.

4 This whole subject matter is wrong. The
5 characterization that has been given, there is no foundation
6 for. It is inaccurate and it cannot be used as an
7 excuse to not begin to probe into this area.

8 We are very concerned about this question.
9 We are prepared to provide the court whatever materials are
10 needed. We are prepared to bring the attorneys involved.

11 We have some memoranda which can be submitted
12 to the court by this afternoon on this area, and we just
13 don't think it can be gotten into. This is just improper.
14 Everything that was done on this mission, this was a mission
15 to regain attorneys, gather facts for attorneys, provide those
16 facts to attorneys, get advice from those attorneys about
17 how to solve a variety of problems concerning these inter-
18 relationships.

19 This man was an employee of the church at the
20 time when all of this occurred, and to the extent he has any
21 such knowledge, he may not divulge it. He may not characteri-
22 ze it.

23 MR. FLYNN: If I could be heard, Your Honor.

24 THE COURT: All right.

25 MR. FLYNN: At this point, I have in my preparation
26 of the examination restricted it to the briefing with
27 Laurel Sullivan which was just described to the court laying
28 a foundation for what is going to become readily apparent to

1 be a very important issue in this lawsuit for the following
2 reasons:

3 The MCCS Mission worked together with the
4 biography project because the biography project in the
5 collection of the documentation, particularly documents
6 relating to the Hubbard-Explorational Company Operation
7 Transport Corporation, OTS, and a corporation called
8 Religious Research Foundation, all of which documents or
9 most of which documents Mr. Armstrong collected, basically
10 revealed that from --

11 MR. LITT: Your Honor --

12 THE COURT: Let counsel finish.

13 MR. LITT: Your Honor, I am afraid -- if we can have
14 an in-camera thing on this. This has happened before. He
15 cannot refer to contents of any privileged conversations.

16 MR. FLYNN: I won't, Your Honor.

17 MR. LITT: Okay.

18 MR. FLYNN: I won't refer to any privileged communication.

19 The sealed documents in part, together with
20 the other 98 percent of documents that are in the Armstrong
21 Archives which are not here, basically reveal that throughout
22 the period of time that Mr. Armstrong was working for
23 Mr. Hubbard, as he has testified to, and he believed that
24 Mr. Hubbard was only making \$35,000 per year from the church,
25 as he has testified to, and as he testified was represented
26 to everyone -- everyone that he knew have related to the
27 Church of Scientology.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DEPARTMENT NO. 57

HON. PAUL G. BRECKENRIDGE, JR., JUDGE

CHURCH OF SCIENTOLOGY OF
CALIFORNIA,

Plaintiff,

vs.

GERALD ARMSTRONG,

Defendant.

MARY SUE HUBBARD,

Intervenor.

No. C 420 153

REPORTERS' DAILY TRANSCRIPT

Thursday, May 24, 1984

VOLUME 19A

Pages 3000 - 3194, incl.

APPEARANCES:

(See Volume 15)

COPY

NANCY HARRIS, CSR #644
HERBERT CANNON, CSR #1923
Official Reporters

INDEX FOR VOLUME 19

Pages 3000 - 3154, incl

DAY	DATE	PAGE
-----	------	------

<u>DEFENSE:</u>	<u>WITNESS</u>		<u>VOIR</u>
	<u>DIRECT</u>	<u>CROSS</u>	<u>DIRE</u>
SULLIVAN, Laurel			
(Resumed)	3000-P		3013-L
(Resumed)	3014-P		
(Resumed)	3111-F		3136-H
(Resumed)	3127-F	3151-H	

PLAINTIFF'S:

EXHIBITS

FOR IDENTIFICATION

76 - Laurel Sullivan Application	3156
77 - Laurel Sullivan Contract	3159

1 I did the one to Los Angeles and then a repeat
2 one to Los Angeles.

3 I did some local ones. I am not familiar with
4 them all from the ship. I have done them. I have done
5 probably 16 or 18 over the whole time I was in Scientology.

6 Q And who sent you on these missions?

7 A Well, there would be a briefing officer who
8 briefed you and sometimes you would get a chance to talk to
9 L. Ron Hubbard or sometimes you would not. Sometimes he would
10 send notes down; sometimes he would do an evaluation and you
11 would read that evaluation if you were the one selected to
12 go.

13 Q And, for example, the LA mission was to
14 rejuvenate -- bring up the gross income of a LA
15 organization?

16 A That was basically it.

17 In that particular case that was one mission
18 which was briefed, written by him, briefed by him and
19 monitored by him for a number of months.

20 Q Now, without going through all of the posts and
21 all of the missions that you held, at one point you became
22 the senior Pers PRC of L. Ron Hubbard?

23 A Yes.

24 Q When was that?

25 A That was in November, 1973.

26 Q Just prior to that time had you held a post in
27 the Hubbard communications office?

28 A Yes.

1 Q Now, what essentially were your duties as a
2 senior personal public relations officer of L. Ron Hubbard?

3 A My first duty was to assist LRH in his activities
4 in production. And that was stressed routinely as my first
5 duty.

6 Q What does that mean?

7 A What that meant was if he went ashore or if he
8 conducted any kind of personal or management business at all,
9 I was to assist him with public relations. We called it
10 flanking, flanking his production with PK.

11 That meant preparing people for his activities;
12 sometimes assisting him with his production directly;
13 anything from management to photography to film scripts to
14 public surveys to writing promotions, writing dust jackets
15 for books, editing his books or any such. There is a long
16 list of different types of activities.

17 I also had as a duty to stay briefed on all of
18 his activities so that I could flank those either directly
19 or indirectly.

20 Q So as long as you were senior personal public
21 relations officer you had personal knowledge of what L. Ron
22 Hubbard was doing in connection with the management of
23 Scientology organizations?

24 A Yes.

25 Q Was there a shore story in connection with
26 whether he was managing Scientology organizations?

27 THE COURT: At what point in time, counsel?

28 MR. FLYNN: Let's take on board the ship first.

1 THE COURT: That is up to 1975 per the witness' previous
2 testimony. Okay.

3 Q BY MR. FLYNN: Up to 1975, Miss Sullivan.

4 A Yes. There was a shore story that he was
5 consultant for OTC. And as such, gave advice and directives
6 to officers of the corporation to carry out their duties.

Q And was there a public relations line to the outside as to whether or not he was involved in the management of Scientology organizations?

A Yes.

Q And what was that?

A That he was very much on the management lines; that he was doing data evaluations; that he was in regular communications with Scientology executives; that, in fact, there were several pictures of him taken and posted with those people to promote that.

Q This is to Scientologists?

A Yes.

Q Now when I say that was within the organization, that was the public relations line?

A And to the public.

Q Now, with regard to government and officials of various ports you went to, was there a public relations line or shore story with respect to what he was doing?

A Yes.

Q And what was that?

A That was that he resigned from all directorships in 1966. Had no direct contact with Scientology organizations and often wrote books or engaged in his hobbies of photography and that was very much played down, his relationship, but that he still retained his position as founder and, of course, gave advice from time to time.

Q Was that latter public relations story true?

A No.

1 Q And how long did you remain senior personnel
2 public relations officer from 1973 forward?
3 A All together about eight years.
4 Q And there were periods of time when you were
5 removed from that post?
6 A Yes. The longest removal for an eight month
7 period.
8 Q And when was that?
9 A That was in 1978 and through to '79.
10 Q And what happened then?
11 A I was sent to the RPF on the List 1 project.
12 Q What was the List 1 project?
13 A That was a culling of folders for List 1 rock
14 slams, the meter read and sec checking to determine if you
15 had a List 1 rock slam.
16 Q What was a List 1 rock slam?
17 A Well, it is an agitated motion on the E meter
18 which indicates that one has crimes against the subject which
19 is being discussed.
20 My particular List 1 rock slam was on myself,
21 which was later found to be not so, but --
22 Q Who were the subjects on List 1?
23 A LRH, MSW, Scientology, Orgs, the E meter,
24 preclears, auditors, Scientology-related subjects. I think
25 there were about 20 things on the list.
26 Q Now was this in the middle of the Department of
27 Justice investigation, if you know, that this project took
28 place?

15-2

and they by now were growing up and they were writing their own programs which he would approve and issuing those to management.

Q And during that period of time were there programs or operations to prevent any process servers from serving L. Ron Hubbard?

A Yes.

Q And what were those?

A They were essentially issued to my husband at the time, Fred Rock, who was the port captain or the PR person representing the Friends of Norton Karno, and we did drills on the staff, how to handle subpoena service and how to answer that he wasn't there and that sort of thing.

Q And, for example, did Mr. Hubbard have a get-away car on the premises?

A Yes.

Q Now, in early 1970 do you recall the threat of a governmental raid?

A Yes.

Q And what was that?

A Well there had been a raid and it seemed that the Guardian's office had information from somewhere that there was another raid imminent, and their concern was that the Gilman Hot Springs property would be raided because at that time our security in our location was getting to be pretty well known, and what was going on there was getting to be pretty well known, and so they suspected that a target for an attack or a raid would be Gilman Hot Springs.

at that time as an executive, I was briefed with other heads of the organizations at Gilman Hot Springs that that looked like it was going to occur and that we were going to go on kind of an all-hands alert to handle that situation.

Q And what was done to handle it?

A Well the major thing that was done was to get rid of extraneous material that might be taken in the shredding project.

Q And how massive a shredding project took place?

A Well, in the garage there was a toy of the line shredder that we used to call Jaws which was a massive machine that went 24 hours a day.

There were also tears which buried material under the floorboards and in the grounds of the property which is about a square mile, an ex-golf course, 27 hole golf course. So they were out digging and that sort of thing.

Q What types of material was buried?

A Valuable documents that we didn't want to shred but which were so sensitive that they couldn't be found or seen.

Q Such as the Commodore's Messenger logs: were they buried?

A Yes.

Q What were they?

A They were a record of every order he ever gave

1 on the ship and the person's response to it on a 24-hour
2 basis.

3 Q And the orders while he was a La Quinta and
4 Gilman Hot Springs, et cetera?

5 A Yes.

6 Q And those Commodore Messenger orders
7 reflected the control mechanism of L. Ron Hubbard throughout
8 that period of time of Scientology organizations?

9 A Yes, in two ways, by substance and by pure
10 volume.

11 Q What was the volume of it?

12 A Many ledgers, stacks of ledgers.

13 Q Approximately how many people were involved
14 in the shredding process?

15 A Well, everyone on the property was involved,
16 and at that time I believe there was about 180 people,
17 but people who were engaged in the motor pool and grounds
18 were, of course, didn't have very much material to go through,
19 so they weren't involved for the entire time, maybe a couple
20 of hours.

21 Q What were the ground rules or the criteria
22 by which documents were selected to be shredded?

23 A Well, anything that indicated that L. Ron Hubbard
24 controlled the church or was engaged in management was to
25 be shredded.

26 Q Do you know why that was, Miss Sullivan?

27 A Yeah. It was so that if there was a raid,
28 that no information about his control of the church would be

in the hands of the opposition.

Q And do you know whether that had to do with
increment issues and money issues as to who controlled
Scientology moneys?

MR. HARRIS: Objection; compound and leading.

THE COURT: Overruled.

Q BY MR. FLYNN: And incidentally at that time
were you familiar with the practice of the board of directors
giving undated letters of resignation?

A Yes.

Q And over how long of a period had you been
familiar with that practice?

A Since approximately 1974 on the ship. I knew
about OTC and I had heard comments about it earlier.

Q Do you know whether Kima Douglas was the
director of RRF, Religious Research Foundation?

A That has to do with --

THE COURT: All right then the privilege will be
sustained at this point.

Q BY MR. FLYNN: Now, Miss Sullivan, based on
your observations in the personal office of L. Ron Hubbard
between 1973 and 1980, did you observe as to whether there was
any corporate integrity to the various Scientology organization?

A Well I did observe it, yes.

1 Q And what did you observe?

2 A I observed that there was basically none.

3 Q And had Mr. Hubbard issued a publication on
4 corporate integrity?

5 A Yes. And there were publications from the
6 Guardian's Office.

7 Q And were those essentially shore stories?

8 A Yes.

9 Q Did all organizations do whatever Mr. Hubbard
10 told them to do during the period of time that you were
11 involved?

12 MR. HARRIS: How in the world, Your Honor, could she --

13 THE COURT: To the extent you have knowledge, you may
14 answer; to the extent you don't have knowledge you should
15 so state.

16 THE WITNESS: In my experience every person in every
17 organization made their best efforts to follow his
18 instructions to the letter.

19 There was, of course, dissension from time to
20 time and that person didn't usually last very long.

21 Q Now, I believe you -- did you give both criteria
22 that were used to determine what documents were going to be
23 shredded or just one criteria?

24 A I didn't give all of them.

25 Q What were the other criteria?

26 A Any evidence that LHM had been on that property;
27 involvement in international affairs. From time to time
28 there were independent judgments made. Some of the things

1 that she believes she last saw you in 1977, I think it
2 was.

3 When did you last see Mary Sue Hubbard?

4 A Late May 1981.

5 Q And where did you see her?

6 A At the New Otani Hotel in Los Angeles.

7 Q And what were the circumstances under which you
8 saw her at that time, Miss Sullivan?

9 A I arranged a conference room for her and Mullig
10 Henning Heldt, Dede Reisdorf, David Miscavige, Bill Franks
11 and possibly one other to discuss some disagreement over the
12 MCCC mission.

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
16f

1 Q And who attended?

2 A These people and possibly one other.

3 Q And at that time what was Bill Franks' position?

4 A Executive director international.

5 Q Theoretically, was he the highest official in

6 the Church of Scientology?

7 A Yes.

8 Q In fact was he?

9 A No; in fact, he sat with me in the lobby in the

10 last half of the thing while these other guys hashed it out.

11 Q The other guys being who?

12 A Mary Sue, Henning Heldt, Ann Mulligan, Diane

13 Riesedorf, David Miscavige, possibly Gale Irwin. That is

14 all I recall.

15 Q And they were hashing out aspects of M.C.C.S.?

16 A Yes.

17 Q Now, what was Henning Heldt's position at the

18 time?

19 A He was management liaison for the office of

20 Controller. And so communications to management were going

21 through him and to CMC and so on.

22 Q And in your experience were these people the

23 people who were running the organizations under L. Ron

24 Hubbard?

25 A Yes.

26 Q And David Miscavige was there; is that correct?

27 A Yes.

28 Q What was his position at that time?

1 A He was chief officer of the CMO.

2 Q Was it understood by the people present that he
3 was the communications link to L. Ron Hubbard at the time?

4 MR. HARRIS: Understood by this witness, Your Honor?

5 THE COURT: To the extent of your knowledge of the
6 subject, you may answer it.

7 MR. LITT: Your Honor, may I say that it appears that
8 Miss Sullivan herself did not attend this conference.

9 THE COURT: She was part of it. Apparently they were
10 outside when other things were happening.

11 The question is whether or not Mr. Miscavige was
12 the missing link.

13 MR. LITT: As the people at the meeting understood.
14 But it wasn't understood that she was at the meeting.

15 THE COURT: I got the impression that she was there
16 during part of it.

17 THE WITNESS: That is so.

18 THE COURT: To the extent that you have knowledge, what
19 was your knowledge on that subject?

20 THE WITNESS: About the link to L. Ron Hubbard?

21 THE COURT: Yes.

22 THE WITNESS: David Miscavige told me that there was
23 a line to him, but that it wasn't something that he could
24 originate and make sure that communication got to him, but
25 that if materials were called for, he could arrange for
26 materials to go to him and requested documents of me and
27 communications from me and even briefing reports from me so
28 that if in fact these things were called for, that they would

be ready to go.

And I did this a number of times.

Sometimes it appeared that there had been a response because of authorization to plans. I didn't actually see a response, but it seemed to me that confirmations were received.

Q BY MR. FLYNN: Now, was there at that time a reason why the location of L. Ron Hubbard, to your knowledge, was being kept secret?

THE COURT: Assuming that this had nothing to do with information that you acquired in this MCCS program. If it involves that, then you tell us that it does and we won't go any further.

THE WITNESS: There was one reason. And that was -- well, there were a number of reasons. Some of them involved MCCS.

One of them was to avoid subpoena in a lawsuit.

Q BY MR. FLYNN: To your knowledge were there lawsuits going on at the time in which Mr. Hubbard was the defendant?

A Yes.

Q Do you receive communications from Mr. Hubbard in 1980 or 1981?

A Yes, I did.

Q And this was after he had left and supposedly gone into seclusion?

A Yes.

Q What communications did you receive?

THE COURT: I'll sustain the objection.

Q BY MR. PLYNN: Then you say, "right now it doesn't affect what you are doing."

What does that mean?

A Well, what it meant was that Gerry was going about his business, performing his duties and supplying Omar. He was taking care of the documents. They were in safekeeping. He kept excellent receipts. So if there was ever to be any reimbursement for funds spent and then to sort out that, this wouldn't be a problem. So he could just carry on with his job and let the legal work catch up to him.

Q And this legal was all ongoing to determine who worked for who and where the monies were coming from and who owned what; is that correct?

A Yes.

Q Then you say, "You are working for the CSC and supported by SOR belonging to CSC."

What did that mean?

A Well, that is kind of a shore story.

What it means is that the money that Gerry was getting was coming from the Church of Scientology of California reserves.

Q Who controlled those reserves, to your knowledge?

A A number of people had access to them.

L. Ron Hubbard had control.

Q Now, you say it was a shore story; was it a

1 shore story similar to the Friends of Horton Kameo shore
2 story?

3 A Well, in a sense. But there is also some
4 aspects to it that are part of MCCS.

5 It makes it difficult for me to answer.

6 Q What are those aspects?

7 MR. HARRIS: Well --

8 THE COURT: I'll sustain the objection.

9 MR. FLYNN: Your Honor, they introduced the exhibit.

10 THE COURT: Well, that is true. But I don't know that
11 that would necessary work a waiver of the whole kit and
12 kaboodle here.

13 Q BY MR. FLYNN: You say, ". . .when the new corps
14 get set up, you'll be paid by the new corp. But very likely
15 will receive your project funds by CSC."

16 What does that mean?

17 A Well, CSC had a responsibility to supply and
18 cooperate with the biography project and so that they would
19 do so, as the new corporation ASI would get set up or some
20 similar named corporation.

21 Q ASI being Author Services Inc.?

22 A Yes.

23 Q The management company for L. Ron Hubbard?

24 MR. HARRIS: Objection, Your Honor.

25 THE COURT: You don't have to keep repeating things.

26 I'll sustain the objection.

27 THE WITNESS: That it was evidence to me that is where
28 Gerry would go. But in the meantime, that is where he got

INDEX FOR VOLUME 20

Pages 3390 - 3586, incl

DAY	DATE	PAGE
-----	------	------

Tuesday	May 28, 1984	A.M. 3390
		P.M. 3494

WITNESSES

DEFENSE:	DIRECT	CROSS	REDIRECT	RECROSS
----------	--------	-------	----------	---------

SULLIVAN, Laurel				
(Resumed)			3392	3400-H
(Further)			3412	3419-L
(Further)			3420	

SPURLOCK, Lyman	3429	3477-H	3507	
-----------------	------	--------	------	--

DINCALCI, Nancy	3530	3537-L	3563	3567-L
		3552-H	3572	3568-H

WALTERS, Edward.	3580			
------------------	------	--	--	--

EXHIBITS

PLAINTIFF'S:	FOR IDENTIFICATION
--------------	--------------------

84 - Document "Seven Division Org Board"	3482
--	------

85 - Document "Church of Scientology Ecclesiastical Structure"	3486
--	------

86 - Document Confidentiality of PC Folder Data	3495
---	------

87 - Document "The Bridge"	3495
----------------------------	------

DEFENSE:

AAAA - Not described on the record	3393
------------------------------------	------

BBBB - Not described on the record	3393
------------------------------------	------

CCCC - Photograph	3396
-------------------	------

DDDD - 2 documents "Re Biography Contract Negotiations" 10-23-80	3416
--	------

EEEE - Not described on the record	3467
------------------------------------	------

FFFF - Not described on the record	3513
------------------------------------	------

1 THE WITNESS: Your Honor, could we have the question --

2 THE COURT: Read the question, please.

3 THE REPORTER: The question was taken by the other
4 reporter, Your Honor.

5 THE COURT: The question was was David Miscavige the
6 communications link between Author Services and LRH.

7 THE WITNESS: Sometimes yes and sometimes no. It is
8 not -- no. The --

9 If your question means is he the absolute
10 communications link between L. Ron Hubbard and Author
11 Services, the answer is no.

12 MR. FLYNN: That was not the question.

13 THE COURT: Then I misstated it.

14 Q BY MR. FLYNN: Between February, 1980 and the
15 present time has he been the communications link between
16 L. Ron Hubbard and Author Services Inc.?

17 MR. HARRIS: I'll object to that as irrelevant and
18 calling for a conclusion.

19 THE COURT: Well, when did Author Services Inc. come
20 into existence? He could have been the communicator before
21 that time.

22 MR. FLYNN: I'll withdraw it and back up a little bit,
23 Your Honor.

24 Q Before you were the Deputy Executive Director
25 for Author Services Inc. what was your position in that
26 organization if any, Mr. Spurlock?

27 A Corporate Affairs Director.

28 Q And when did you take on that post?

Z-2

1 A In March of 1982.

2 Q And when did you take on the post of Deputy
3 Executive Director?

4 MR. LITT: Objection. Asked and answered.

5 Q BY MR. FLYNN: That is February, 1983; is that
6 correct?

7 A Correct.

8 Q Do you know when Author Services Inc. was
9 incorporated?

10 A I believe it was somewhere around October, 1981.

11 Q Did you play any role in the incorporation of
12 that organization?

13 A No, I didn't.

14 Q Do you know who the incorporators were?

15 A I believe it was Ron Pook.

16 Q Was he the only incorporator?

17 A I don't know.

18 Q Is he currently with the organization?

19 A No.

20 Q Do you know who the present Board of Directors
21 of the organization are?

22 A Yes.

23 Q Who?

24 A Norman Starky; Fran Harris; John Alcock.

25 Q Have you ever been a member of the Board of
26 Directors of Author Services Inc.?

27 A No.

28 Q Do you know whether or not those individuals have

1 signed undated letters of resignation?

2 MR. HARRIS: It is irrelevant, Your Honor. Object.

3 THE COURT: I'll sustain the objection.

4 Q BY MR. FLYNN: Prior to March, 1982 what was your

5 position, Mr. Spurlock?

6 A Immediately prior? Way prior? Do you mean --

7 Q Within the prior year.

8 A Within the prior year I worked for Church of

9 Scientology of California.

10 Q In what position?

11 A Investment Officer International.

12 Q What were your duties in that position?

13 A I had a variety of duties.

14 I was basically an assistant to WDC on investments

15 and financial matters.

16 Q Did you basically invest the church's monies?

17 MR. HARRIS: Church of Scientology of California

18 monies?

19 Q BY MR. FLYNN: Church of Scientology of California

20 is that what you did?

21 A I didn't do it personally.

22 Q You advised as to investments of the Church of

23 Scientology of California's monies; is that correct?

24 A That would be a fair statement.

25 Q Were those called "Sea Org Reserves"?

26 A Yes.

27 Q And how long did you hold that position?

28 A From about April, 1979 to November, 1981.

1 Q In November, 1981 what position did you hold
2 after Investment Officer International of CSC?

3 A I went to work for R accounts or LRH through
4 R accounts to assist in some estate planning matters. There
5 was no formal title.

6 THE COURT: Is this Author Services now a profit
7 corporation or nonprofit corporation?

8 THE WITNESS: It is a profit corporation.

9 THE COURT: Who were the shareholders if you know?

10 THE WITNESS: The employees. I don't know the exact
11 breakdown.

12 THE COURT: What employees?

13 THE WITNESS: Pardon me?

14 THE COURT: What employees?

15 THE WITNESS: Of Author Services.

16 THE COURT: Does that include you?

17 THE WITNESS: Yes.

18 THE COURT: How many employees does the company have?

19 THE WITNESS: 24, 25.

20 THE COURT: They are each shareholders?

21 THE WITNESS: No.

22 THE COURT: How many employees are shareholders?

23 THE WITNESS: I really don't know.

24 THE COURT: Is LRH a shareholder?

25 THE WITNESS: No.

26 THE COURT: Does anybody hold shares in his behalf to
27 your knowledge?

28 THE WITNESS: No.

1 THE COURT: How about Mary Sue; is she a shareholder?
2 THE WITNESS: No.
3 THE COURT: Does anybody hold shares in her behalf,
4 if you know?
5 THE WITNESS: No.
6 THE COURT: Any trust that holds the shares?
7 THE WITNESS: No.
8 THE COURT: You may continue, counsel.
9 Q BY MR. PLYNN: There is no trust, Mr. Spurlock,
10 that holds any shares on behalf of L. Ron Hubbard; is that
11 your testimony?
12 A That is right.
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

13
(

EXHIBIT C

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

TONJA BURDEN,

Plaintiff

v.

CHURCH OF SCIENTOLOGY
OF CALIFORNIA,

Defendants.

CASE NO. 80-501-Civ-T-K

SUPPLEMENTAL AFFIDAVIT OF GERRY ARMSTRONG

I, Gerry Armstrong, hereby depose under pains and
~~penalties of perjury as follows:~~

1) I have personal knowledge of policies of the Church of Scientology relating to the following facts, or I have had possession of documents and tapes relating to the following facts:

2) On or about September 28, 1980, a meeting took place in the Cedars Complex at Los Angeles, California, one of the corporate headquarters of the Church of Scientology of California, (CSC). The meeting was attended by Charles Parselle, (C.P.), Deputy Guardian for Legal, (DGL), at WW, who was in charge of all legal activities for Scientology.

throughout the world and Laurel Sullivan, (L.S.), the personal representative of L. Ron Hubbard, a long term senior executive of Scientology and then In Charge, I/C, of a special legal Mission, (MCCS), which mission was seeking to conceal Hubbard's control of Scientology and develop strategies to effectuate actual control by Mr. Hubbard without incurring legal responsibility. Dick Sullivan, a junior executive of the MCCS mission, pursuant to orders, tape recorded the meeting. The individuals in attendance at this meeting are knowledgeable of the fact that Mr. Hubbard has always controlled all aspects of CSC including its bank accounts, policies, etc.

3) At the meeting, the following exchange took place relating to the corporate structure of the Organization and Mr. Hubbard's position in the structure. This exchange was tape recorded with the knowledge and assent of all present:

L.S. "There is no need for them to be the actual Board of Directors.

C.P. There's no need at all for them to be the Board of Directors in order for them to run the Church, but the authority of the Church has to lie somewhere, and on some basis. And since the Church has always chosen a corporate entity, eventually the authority is going to have to vest with the Board of Directors. The only reason it's worked so long without that occurring is because is because everyone has effectively been bound by the authority of LRH and have ignored corporate lines." (Emphasis supplied)

4) It was common knowledge among senior executives of CSC that Mr. Hubbard had absolute control of all large corporate bank accounts and that he, alone, had the authority to order withdrawal of very large amounts from these accounts. He controlled these accounts through various people, mainly CMO members. Neither the "Directors" of CSC nor any other CSC executives had such authority or control. This policy was practiced throughout the period of at least 1970 to when I left the Organization in December, 1981.

5) Mr. Hubbard received millions of dollars through a dummy corporation (R.R.F.), specifically set up to funnel money to him which should have been paid to CSC by foreign customers paying for "Flag" services. "Flag" is part of CSC. At a strategy meeting on September 29, 1980, held by several high ranking senior executives of the Church, the purpose of which was to develop legal strategies to shield Mr. Hubbard but funnel corporate money to him, the following exchange took place. This exchange was tape recorded with the knowledge of all present. The following people were some of those present:

a. Charles Parselle, Deputy Guardian
Legal World Wide, (CP)

b. Alan Wertheimer, attorney for L. Ron
Hubbard working with Laurel Sullivan and
the MCCS Mission, (AW)

c. Laurel Sullivan, L. Ron Hubbard's
Personal Representative and I/C of MCCS,
(LS)

d. Dick Sullivan, husband of Laurel Sullivan and a junior executive on the MCCS Mission, (DS)

The exchange was as follows:

CP: "Right. That's a very helpful exercise. And also I may say this, that it is very very helpful for LRH to have his own attorneys, i.e. yourselves, because for many years we have been missing this essential service and we have done this exercise of trying to think of the way it would be on the one side and trying to think of the way it would be on the other side and it really doesn't work very well to do that. It doesn't work to represent both parties at the same time. Especially if you also happen to be a Scientologist and involved in that particular way as well. So, I'm with relief representing the Church interest and I certainly invite you to represent Ron's interest as much as you can. I say that RRF, which is as far as I am concerned part of the Church, made a mistake when it paid over that 2.1 million. RRF had nothing... We could ~~say that RRF and CSC are part of the same~~ Church, even though they are corporately different. I mean if anything was a sham corporation, it's RRF.

AW: "As I understand it, RRF receives monies that would otherwise be due the California Church for services rendered by the California Church to people outside of the country who decide to pay the Church from outside the country.

CP: "That's right.

AW: "So that's basically right?

CP: "That's right. Foreign - non-US Scientologists who wish to pay for Flag services pay RRF and then go to Flag and take the services. RRF was originally supposed to hold the money until the service was rendered and then pay it to CSC. But in fact, it has not really done that and so CSC has rendered much service to many foreign Scientologists and RRF has got the money. Fortunately for us,

RRF wasn't incorporated until 1973 and we are now litigating 1972. So, I haven't really tried to sort this one out but it obviously is the classic case (loud laugh) of inurement, if not fraud.

(Several laughs.)

LS: "Well, put-

Speaker Unidentified: "It's all privileged.

DS: "The tape recorder is going here, Charles.

CP: "However, as you can see, our financial direction is really weighted to this solution and it is an ongoing battle which I will eventually win because I am the one who has to litigate the case next year and we obviously have to handle RRF. The way we will probably handle it is by simply saying it is part of the same Church, in fact. Now that, of course, goes directly contrary to what you're doing which is to split LRR off from the Church and to talk about the corporate integrity of the different Churches. Unfortunately, the Churches do not have any corporate integrity. And our efforts to give them corporate integrity have not hitherto been successful. Now when you talk around a table like this and there is no Internal Revenue agent present, (whispered: I hope so), bugged or otherwise, one can work out solutions. But when you are a few weeks away from a trial and everything you say is going to be rammed down your throat, then you have to start looking at what actually happened. And it's very difficult to assign significances to things other than what was actually being done at the time. We are trying to say for example that Flag in 1970 is a part of California Church which is probably true but there is no documentation to say that and the truth of the matter is that Marty Greenburg, the accountant, decided to include Flag's accounts in California accounts some years later for convenience. So the decision, what is - the IRS can say and are in fact alleging that Flag in those years, 1970 to 1972,

was an unincorporated association to which CSC's income inured on a grand scale. We cannot point to a document which says, "Actually Flag was part of CSC during the years of question" because it doesn't exist because no one really thought of it. So, we have to have a different theory of the case which is going to account for all facts and omitted facts which do exist.

Speaker Unidentified: "Is this the why of efforts to create corporate integrity in 1980?"

6) It is common knowledge among senior executives of the Organization and it is the policy of CSC that Members of the Boards of Directors of the various Scientology corporations are mere figureheads, without authority or control, not for internal corporate reasons, but rather to vest control in Mr. Hubbard. I have personal knowledge that in order to carry out this corporate fraud, Organization executives have engaged in various unethical practices including backdating phony Board Minutes and forging signatures.

State of California

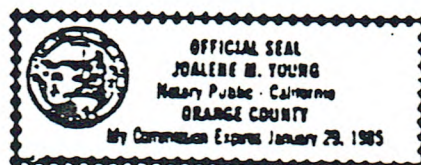
COUNTY OF

Orange

ON August 11, 198
before me, the undersigned, a Notary Public in and for said State, personally appear

Derry Armstrong known to me
to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



Joalene M. Young
Notary Public in and for said State.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2029 Century Park East, Suite 3270, Los Angeles, California 90067.

[SEE ATTACHED SERVICE LIST]

[X] BY PERSONAL SERVICE - I caused such an envelop to be hand delivered by hand to the office of the addressee. *NOTE SERVICE LIST.

[X] [Federal] I declare that I am in the office of a member of the bar of this court at whose direction the service was made.

Yolanda Dennison
Type or Print Name

Cyandra Alexus
Signature

SERVICE LIST

Steven Bisbey
Morag Bellmaine
ADVANCED ABILITY CENTER
East Grinstead
52 West Hill
East Grinstead, West Sussex
Kent, England, UK

Robin Scott
Adrienne Scott
ADVANCED ABILITY CENTER CANDACRAIG
7 Thornhill Park, Sunderland,
Tyne & Wear, SRZ 7JZ
England, UK

VIA HAND DELIVERY

Kendrick L. Moxon, Esq.
BOWLES & MOXON
6255 Sunset Boulevard, Suite 200
Hollywood, California 90028

Gary M. Bright, Esq.
BRIGHT & POWELL
5464 Carpinteria Avenue, Suite E
Carpinteria, California 93013

Earle C. Cooley, Esq.
COOLEY, MANION, MOORE & JONES
21 Custom House Street
Boston, Massachusetts 02210

Ron Lawley
36 St. James Road
East Grinstead, West Sussex
Kent, England, UK

Lawrence E. Heller, Esq.
TURNER, GERSTENFELD, WILK,
TIGERMAN & HELLER
8383 Wilshire Boulevard
Suite 510
Beverly Hills, CA 90211

VIA HAND DELIVERY

The Honorable James Kolts
1715 E. Altadena Drive
Altadena, CA 91001

William T. Drescher, Esq.
2049 Calabasas Road
Suite 338
Calabasas, CA 91302

Peter Galt
Lawyer

HUB LAW OFFICES
711 518 FRANCIS DANE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1949
(415) 258-0360

LICENSE No. 107801
FACSIMILE (415) 458-8318

July 19, 1992

Laurie J. Bartilson, Esq.,
BOWLES & MOXON
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

By Telecopier

Jeanne M. Gavigan, Esq.
BOWLES & MOXON
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

By Telecopier

**RE: Refund Claim of Tillie Hanna Good from
Church of Scientology of River Park Mission**

Tort Claims Against:

- ▶ Religious Technology Center
- ▶ Church of Scientology International
- ▶ Scientology Missions International
- ▶ Church of Scientology of River Park Mission
- ▶ Hubbard Dianetics Foundation

- ▶ Brian Anjo
- ▶ Tree Nebecker
- ▶ Russell McKavits
- ▶ David Brink
- ▶ Susan Doe
- ▶ Richard Doe
- ▶ Paul Doe

WARNING: One year statute expires on July 22, 1992.
In absence of a tolling agreement, a lawsuit
will be filed.

Dear Mrs. Bartilson and Gavigan:

I have agreed to represent Tillie H. Good with respect to certain claims she possesses against the above referenced corporate components and individual agents of the Scientology Organization. The purpose of this letter is for settlement only and no part of it shall be used in any proceeding, formal or informal, aside from settling her claim.

PONS GAMMA
LAWFIRM

HUB LAW OFFICES
711 SIX FRANCIS DRIVE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1949
(415) 338-0360

Letter No. 107801
FACSIMILE (415) 458-8318

July 2, 1992

Laurie J. Bartilson, Esq.,
BOWLES & MOXON
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

By Telecopier

William T. Drescher, Esq.
23670 Calabasas Road, Suite 338
Calabasas, California 91302

By Telecopier

RE: Refund Claim of Denise Cantin, D.O.
Against Scientology Organizations:

- ▶ Sterling Management
- ▶ Church of Scientology, Orange County
- ▶ Church of Scientology, Clearwater
- ▶ Church of Scientology, San Francisco
- ▶ Church of Scientology, Boston
- ▶ International Association of Scientologists
- ▶ Freewinds

IAS No. 00050649

Counsel:

Dr. Cantin has employed me to obtain a complete refund of all moneys she has paid to the above referenced organizations from November 1988 through September 1991. The purpose of this letter is for settlement only and no part of it shall be used in any proceeding, formal or informal, aside from settling her claim.

Dr. Cantin has spent a substantial amount of money on various Scientology courses and services. She has been misled by what Scientology representatives stated she would gain from purchasing its services, as well as statements that her sexual privacy would be respected and be free from intrusion. She has been hurt by the way she was treated after the commencement of her scientological affiliation.

An itemization of the amounts specific to each component of the Scientology organization is set forth in the Schedule of Scientology Expenditures enclosed herewith. Documentation of said expenditures will follow with the mailed copy of this letter.

LAURIE J. BARTILSON, ESQ.
WILLIAM T. DRESCHER, ESQ.
July 2, 1992
Page 10.

Please confirm your agreement regarding the suspension of all statutes of limitations. Otherwise, Dr. Cantin will be required to file suit in order to stop all such statutes from running.

Sincerely,



FORD GREENE

:acg

Encls. (not sent with telecopy)

cc: Denise Cantin, D.O. (by fax and by mail with enclosures)

FORD GREENE
LAWYER

HUB LAW OFFICES
711 SIX FRANCIS DEXE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1949
(415) 258-0360

LICENSE No. 107601
FACSIMILE (415) 455-5318

October 29, 1991

Laurie J. Bartilson, Esq.,
BOWLES & MOXON
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

By Telecopier

William T. Drescher, Esq.
23670 Calabasas Road, Suite 338
Calabasas, California 91302

By Telecopier

RE: ED ROBERTS
IAS No. 11430-027-0002-6813

Counsel:

I have agreed to represent the above-referenced individual with respect to claims he may have against various Scientology-related organizations.

Based upon a Statement of Account from the Stevens Creek Org dated May 5, 1991 (copy enclosed for your review), Mr. Roberts possesses a sum of \$10,661.23, minimum, which remarkably remains from far larger amounts of money obtained from him by Scientology in advance of the delivery of any goods or services that such money was to purchase. He wants his money returned, now.

One of the methods that Scientology employed to obtain such money - in advance of delivery of goods and services - from Mr. Roberts was through certain loans secured by his house. One of those loans, set up by registrar Debbie Leake, through Loan Arranger, Inc., was for \$36,000. It was secured by a Second Deed of trust on Mr. Roberts' house. That deed has been foreclosed on by Loan Arranger, Inc. Unless Mr. Roberts can deliver a certain sum of money on or before October 31, 1991, he will be evicted from what has been his home and lose any chance of repurchasing the same.

Based upon the foregoing reason, it is imperative that all of Mr. Roberts' money, possessed by your clients in trust or otherwise, be returned to him immediately. In my opinion, your clients stand in - and must discharge the duties of - a fiduciary relationship, at minimum with respect to Mr. Roberts and his \$10,661.23 + .

Laurie Bartilson
William Drescher
October 29, 1991
Page 2.

RE: ED ROBERTS
IAS No. 11430-027-0002-6813

Be on notice that Ed Roberts' present and future welfare is in substantial degree materially contingent upon the immediate cooperation of your clients in returning Mr. Roberts' trust money.

Any delay whatsoever will be considered a failure to discharge a fiduciary obligation which will set in train a number of severely adverse consequences, both with respect to both Mr. Roberts and the extent of your clients' exposure.

This demand is not subject to negotiation.

Please advise immediately whether or not this demand will be honored or is rejected.

Your clients are also on notice not to destroy any papers of any kind or description, including specifically, but not necessarily limited, to any papers regarding:

- (1) Any financial arrangements leading to the payment of then-present and future goods and services from any Scientology-related organization; and/or
- (2) Mr. Roberts' auditing files.

Sincerely,


FORD GREENE

:acg
Encl. (1)
cc: Ed Roberts

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 IN AND FOR THE COUNTY OF MARIN

3 --ooo--

4
5 **CERTIFIED**
6 **COPY**

5 CHURCH OF SCIENTOLOGY
6 INTERNATIONAL, a California
7 not-for-profit religious
8 corporation,

9 Plaintiff,

10 vs.

No. BC 052395

11 Gerald Armstrong; Does 1-25,
12 inclusive,

13 Defendants.
14 _____/

15 DEPOSITION OF

16 GERALD ARMSTRONG
17 _____

18 Thursday, October 8, 1992

19 VOLUME IV
20
21
22
23
24

25 REPORTED BY: BARBARA H. STOCKFORD, CSR No. 4575

1 verbally, to the Aznarans concerning their case, have you
2 had any other communications with the Aznarans concerning
3 their case?

4 MR. GREENE: That misstates his prior
5 testimony.

6 Don't answer that question.

7 MS. BARTILSON: Hard to answer if I can't
8 finish it. Why don't you let me finish the question and
9 raise the objection so we have a complete record?

10 MR. GREENE: I thought you said "did you
11 have any communications on any other cases." I thought
12 you were finished. Sounded like the end of a question to
13 me.

14 MS. BARTILSON: No.

15 Can you read back what I had so far?

16 (Record read.)

17 MS. BARTILSON: By George. I take it back.
18 I finished the thought. I didn't even know it.

19 So he's not going to answer?

20 MR. GREENE: That is correct.

21 MS. BARTILSON: Okay.

22 Q. Mr. Armstrong, do you know Tilly Good?

23 A. Yes. In the sense -- when you say "know," I
24 know of her existence, yes.

25 Q. Have you ever spoken with Ms. Good?

1 A. Yes.

2 Q. On how many occasions?

3 A. Perhaps four.

4 Q. Have you ever met Ms. Good?

5 A. No.

6 Q. Have you ever worked on a her case file?

7 MR. GREENE: Objection. Attorney-client
8 work product privilege.

9 All of the prior objections which would be
10 work product, privacy, interference with right to counsel
11 and attorney-client.

12 MS. BARTILSON: These are asserted on
13 behalf of Ms. Good?

14 MR. GREENE: That's correct.

15 Well, no. Attorney-client and work product
16 are asserted on behalf of Ms. Good. And privacy is
17 asserted on behalf of my office generally. And Sixth
18 Amendment is asserted on behalf of Ms. Good.

19 MS. BARTILSON: Q. When is the first
20 time you remember speaking with Ms. Good, Mr. Armstrong?

21 A. Some months ago. .

22 Q. In 1992?

23 A. I believe so.

24 Q. Was it before April 1992?

25 A. I don't recall.

1 Q. When is the last time you recall speaking
2 with Ms. Good?

3 A. Perhaps a month ago.

4 Q. Have you provided Mr. Greene with any
5 assistance in working on Ms. Good's case?

6 A. I'm going to instruct you not to answer that
7 based on ambiguity and vagueness.

8 MS. BARTILSON: Ambiguity and vagueness?

9 MR. GREENE: Right.

10 MS. BARTILSON: Q. Is Mr. Greene Ms.
11 Good's attorney?

12 A. Yes.

13 Q. Does Ms. Good have a dispute with one or
14 more Churches of Scientology?

15 MR. GREENE: And with respect to that, Mr.
16 Armstrong, I will instruct you not to answer the question
17 based on attorney-work product privilege.

18 MS. BARTILSON: Q. Mr. Armstrong, do you
19 have personal knowledge whether or not Ms. Good has a
20 dispute with any Church of Scientology?

21 MR. GREENE: Again, same instructions to
22 Mr. Armstrong.

23 Don't answer the question.

24 MS. BARTILSON: Q. Or if she had one?

25 MR. GREENE: Same instruction.

1 MS. BARTILSON: I find this a little
2 curious, Mr. Greene, since you have been bombarding my
3 office with letters concerning Ms. Good's dispute. I can
4 hardly see how you claim that's privileged information.

5 Q. Mr. Armstrong, do you know Denise Cantin?

6 A. Yes.

7 Q. Had you ever met Ms. Cantin -- Dr. Cantin?

8 A. Yes.

9 Q. Where did you meet her?

10 A. At the Hub law office.

11 Q. On how many occasions have you met Dr.
12 Cantin?

13 A. One.

14 Q. When was that?

15 A. I would say approximately --

16 MR. GREENE: Wait, wait, wait.

17 Actually, Mr. Armstrong, I'm going to
18 instruct you not to answer that question, and I'm going
19 to -- that instruction is based on the attorney-client
20 privilege between myself and Dr. Cantin, as well as work
21 product privilege, because I do not want Scientology
22 knowing anything about the frequency or anything else
23 that I meet with my clients.

24 So don't answer the question.

25 And I also would add two other objections,

1 which is the right to privacy and the interference with
2 the right to counsel.

3 MS. BARTILSON: Don't hire Jerry Armstrong
4 to be your paralegal when he's not supposed to do what
5 he's doing. Real simple solution.

6 Not only that, he already testified she was
7 at your office once, so you can at least let him tell me
8 when he's not giving up anything.

9 Q. Have you spoken with Dr. Cantin on the
10 telephone?

11 A. Yes.

12 Q. Have you discussed with Dr. Cantin her
13 dispute with any Churches of Scientology?

14 MR. GREENE: And there, the same objections
15 apply. The same instruction.

16 MS. BARTILSON: Even though I'm not asking
17 for substance?

18 MR. GREENE: That's correct.

19 MS. BARTILSON: Okay.

20 Q. Do you know Ed Roberts?

21 A. Yes.

22 Q. Have you met Mr. Roberts?

23 A. Yes.

24 Q. Where did you meet Mr. Roberts?

25 A. In Boulder Creek.

1 Q. When was that?

2 MR. GREENE: And with respect to that, Mr.
3 Armstrong, I'll give you the same instruction. And
4 the -- for the same reasons as applied to Roberts.

5 MS. BARTILSON: Q. When you met Mr.
6 Roberts in Boulder Creek, was it in connection with your
7 employment as a paralegal for Mr. Greene's office?

8 A. Yes.

9 Q. Did you interview Mr. Roberts?

10 A. Yes.

11 Q. Did you take notes of your interview with
12 Mr. Roberts?

13 A. No.

14 Q. At the time you interviewed Mr. Roberts, had
15 he engaged Mr. Greene to represent him?

16 A. Yes.

17 Q. Was Mr. Greene engaged to represent him in
18 his disputes with the Church of Scientology or related
19 entities?

20 A. Yes.

21 Q. And did you interview him concerning that
22 dispute?

23 A. Yes.

24 Q. I'll ask you again when that was.

25 MR. GREENE: You can answer.

1 THE WITNESS: In approximately November
2 1991.

3 MS. BARTILSON: Q. Have you spoken with
4 Mr. Roberts since the time you interviewed him in
5 November of 1991?

6 A. Yes.

7 Q. How many times?

8 A. Perhaps seven.

9 Q. Have you discussed with him on any of those
10 seven occasions his dispute with one or more Churches of
11 Scientology?

12 MR. GREENE: I'm going to draw the line
13 there and instruct you not to answer for the same reasons
14 previously stated.

15 MS. BARTILSON: Q. When was the last
16 time you spoke with Mr. Roberts?

17 A. Perhaps two months ago.

18 Q. Since November of 1991, have you helped Mr.
19 Greene prepare any documents in connection with the
20 Roberts case?

21 MR. GREENE: As to that, I will draw the
22 line and instruct you not to answer the question based on
23 the reasons previously stated.

24 MS. BARTILSON: Q. Since November of

1 concerning the substance of Mr. Roberts' claims against
2 any of the Churches of Scientology or related entities?

3 MR. GREENE: Same instruction; same
4 reasons.

5 MS. BARTILSON: Q. Since November of
6 1991, have you had any discussions with Mr. Roberts or
7 have you been present in any discussions between Mr.
8 Roberts and others concerning his claims against Church
9 of Scientology or any related entities?

10 MR. GREENE: Same instruction; same
11 reasons.

12 MS. BARTILSON: Q. I'd like to ask those
13 same questions concerning both Ms. Good and Dr. Cantin,
14 and I assume they will be the same.

15 MR. GREENE: I will stipulate as to the
16 same questions with the same two positions in response as
17 to Tilly H. Good and Denise Cantin.

18 MS. BARTILSON: Good enough.

19 Q. Now, at some point after the settlement
20 agreement was signed in December of '86, you received a
21 payment from Michael Glynn of the money that you were due
22 pursuant to the settlement agreement; is that correct?

23 MR. GREENE: That's been asked and
24 answered.

25 MS. BARTILSON: I know; this is just

January 11, 1993

Daniel A. Leipold, Esquire
Hagenbaugh & Murphy
701 South Parker Street, Suite 8200
Orange, CA 92668



Re: CSI v. Armstrong, LASC No. BC 052395

Dear Mr. Leipold:

Please find herewith the following documents:

1. Scientology's ex parte application for order to show cause why Gerald Armstrong should not be held in contempt;
2. Order to show cause, rewritten and stamped by Judge Sohigian, setting a hearing 2/16/93;—
3. November 1992 Membership News;
4. 1/5/93 letter from Laurie Bartilson to Ford Greene and Paul Morantz in response to my 12/22/92 letter.

At p.5, n.6 is Scientology's description of CAN. I believe this is an opportunity for the CAN membership to put in front of the judge who will rule on the OSC (Judge Diane Wayne, Dept 86) a balancing true picture.

That footnote also contains Scientology's assertion that it "is not presently suing the Cult Awareness Network in any litigation." Scientology says this because I am not barred by the Sohigian injunction from assisting defendant adversaries of the organization, only claimants. I think it would be helpful to assemble what is known of Scientology's fomenting the litigation against CAN, and include that in our opposition as well.

See as well the Bartilson declaration at p. 8, paragraph 17 which contains the same attack on CAN. Laurie Bartilson is, as you know, a partner at Bowles & Moxon, the law firm representing all the "litigants" she claims are not "Scientology."

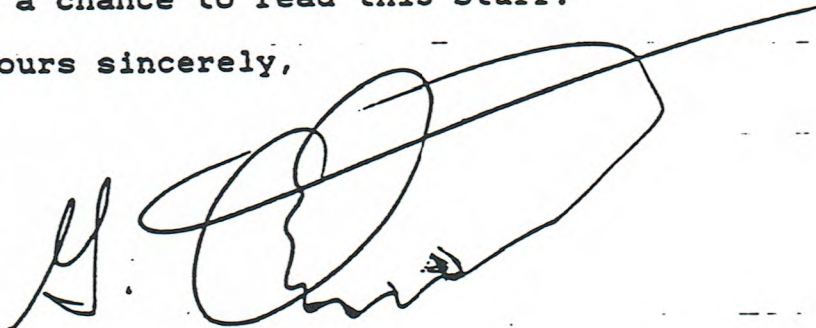
The Membership News contains a column contemning me and a photo lifted from the 11/11/92 Marin Independent Journal. I think it would helpful to assemble what is known of Scientology's production of this bogus newsletter. The org's attack on me in its publication devoted to attacking CAN has only achieved two products: 1. it justifies and validates my connection to and support of CAN; 2. it puts another hole in Scientology's holier-than-thou hubris.

Daniel A. Leipold, Esq.
1/11/93
page 2 /

Please pass on any or all of these materials to the CAN principals, and let them know that anyone can call me any time. I look forward to working with all toward a speedy resolution of the Scientology situation.

Let's talk once you've had a chance to read this stuff.

Yours sincerely,

A handwritten signature in dark ink, appearing to be 'G. Armstrong', written in a cursive style. The signature is positioned to the right of the 'Yours sincerely,' text.

Gerry Armstrong
715 Sir Francis Drake Blvd.
San Anselmo, CA 94960
(415)258-0360

Enclosures (4)

cc: Ford Greene, Esquire
cc: Paul Morantz, Esquire (without enclosures)
cc: Toby L. Plevin, Esquire (minus exhibits B, G to ex parte application)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

---oOo---

CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
Not-for-Profit Religious)
Corporation,)
Plaintiff,)
vs.)
GERALD ARMSTRONG; THE GERALD)
ARMSTRONG CORPORATION, a)
California Corporation; Does 1-25)
inclusive,)
Defendants.)

Case No. BC-052395

CERTIFIED
COPY

DEPOSITION OF GERALD ARMSTRONG

Volume VIII

Pages 946 - 1063

THURSDAY, OCTOBER 20, 1994

REPORTED BY: SUSAN M. LYON, CSR #5829

1 A. I don't recall having any communications with
2 Mr. Atack.

3 Q. During the same time period have you had any
4 communications with Ron Rowley, R-o-w-l-e-y?

5 A. No.

6 Q. Same period of time have you had any
7 communications with Dan Leipold?

8 A. I don't believe so.

9 Q. During the same period of time have you had
10 any communications with Cynthia Kisser?

11 A. Yes.

12 Q. When was the first such communication?

13 A. It was some -- perhaps a week ago.

14 Q. What was the nature of the communication?

15 A. I wrote to her.

16 Q. On what subject?

17 A. I wrote to her and suggested that Vaughn and
18 Stacy, although Stacy was a brief mention, but really
19 she's included too, that they be participants in the
20 upcoming CAN conference in Cleveland.

21 MR. HERTZBERG: We would like to have
22 production of that letter.

23 MR. GREENE: That's fine.

24 MR. HERTZBERG: Q. You have a copy of the
25 letter, Mr. Armstrong; correct?

1 A. Right.

2 Q. Have you received a response from Ms. Kisser?

3 A. No.

4 Q. What was the purpose of making that
5 suggestion by yourself to Ms. Kisser?

6 A. Because I think it could be beneficial to CAN
7 and the Youngs and everyone else who was involved in
8 bringing light to Scientology.

9 Q. In what way would it be beneficial to CAN?

10 A. Because CAN is the target of much attack by
11 the Scientology organization, and Mr. Young has knowledge
12 of that, both of them do, Vaughn and Stacy understand
13 Scientology's use and manipulation of the media.

14 Their histories are interesting and their
15 understanding of Scientology and the psychological aspect
16 of Scientology, in addition to their histories and media
17 expertise, I think are things which would be very
18 educational to anyone, CAN or not CAN, who wants to better
19 understand Scientology and its threat.

20 Q. At the time that you wrote this letter to Ms.
21 Kisser, did you have an understanding that CAN was engaged
22 in litigation with various Church of Scientology entities?

23 A. Yes.

24 Q. And did you have an understanding that that
25 litigation includes at least one lawsuit brought by CAN

1 against various Church of Scientology entities?

2 A. I know that to be true.

3 Q. You knew that at the time you wrote the
4 letter a week ago to Cynthia Kisser; right?

5 A. Right.

6 Q. In the time period between August 19th and
7 the present, have you had any communications with
8 Priscilla Coats?

9 A. I don't believe so.

10 Q. Same time period, did you have any
11 communications with Malcolm Nothling, N-o-t-h-l-i-n-g?

12 A. Yes.

13 Q. When was the first such communication?

14 A. There has, I believe, only been one and that
15 was a telephone message which Mr. Nodhling left. And it
16 was simply to advise me that the then pending December
17 1994 trial date in his case had been postponed and that it
18 was now on for, I believe, May or June of 1995.

19 Q. Is that the sole communication between you
20 and Mr. Nodhling during this time period?

21 A. I believe so, although there was a previous
22 one some months ago, which may be on the edge of that
23 August 19th date in which Mr. Nodhling advised me that the
24 December date was on. So at that time we communicated,
25 and the substance of the communication was the December

June 30, 1993

Mark Goldowitz, Esquire
1611 Telegraph Avenue
Suite 1200
Oakland, CA 94612

Re: CSC v. Wollersheim
Los Angeles Superior Court
Case No. BC 074815

By Fax (510)465-1985

Dear Mark:

Here are the press contacts I initiated yesterday:

1. Daily Journal (213)229-5300; Mike Tipping; gave him history of Wollersheim litigation, significance as I see it of present actions, what's been filed, lawyers involved, July 2 hearing; he says he will advise their Superior Court reporter and if possible cover the hearing.

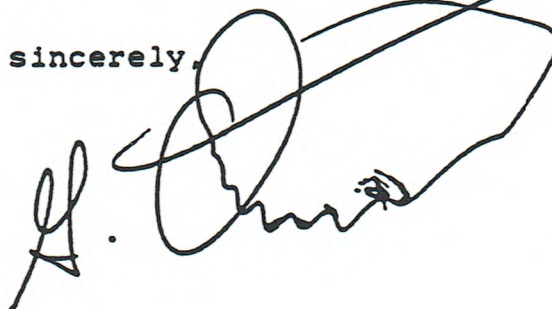
2. Los Angeles Times, Joel Sappell (800)528-4637 (ext 77043); I urged him to get a reporter assigned to this story and Scientology to get up to speed, gave him background, 7/2 hearing, etc. He asked for documents (which I'll talk to you about later today).

3. Time, Rich Behar, (212)522-4205; urged him to pass on to LA Bu. He suggested I use his name to get to Bu Chief which I will do today. He did take several minutes of notes on Wollersheim history, present situation, players, etc.

4. Newsweek, Charles Fleming in LA (310)444-5254, very interested, took a lot of notes, recently did story on "Way to Happiness," and is getting educated in Scientology; hope to be at 7/2 hearing.

Yours sincerely,

Gerry Armstrong
c/o Hub Law



Gerry Armstrong
C/O Hub Law Offices
711 Sir Francis Drake Blvd
San Anselmo, CA 94960
(415)258-0360

PLAINTIFF'S
EXHIBIT

24

June 24, 1993

Mark Goldowitz, Esquire
1611 Telegraph Avenue
Suite 1200
Oakland, CA 94612

Re: CSC v. Wollersheim
Los Angeles Superior Court
Case No. BC 074815

Dear Mark:

This note accompanies the following deposition transcripts:

In Aznaran v. CSC, CV 88-1786-WDK

Vicki Aznaran: 6/21/88
6/22/88
6/28/88
6/29/88
6/30/88
7/1/88
7/7/88
7/8/88
5/9/89
5/10/89
6/15/89

Richard Aznaran: 7/14/88
7/15/88
9/7/88
9/8/88
1/23/89
1/24/89
6/12/89
6/13/89
6/14/89

In RTC v. Scott, CV 85-7197 JMI

VA: 8/1/89
8/2/89
8/3/89

Also here are the Curtis Harmon affidavits (to keep) and
Playing Dirty (loan).

Yours sincerely,

Gerry Armstrong
c/o Hub Law



September 28, 1993

Mark Goldowitz, Esquire
1611 Telegraph Avenue
Suite 1200
Oakland, CA 94612

Dear Mark:

Please find herewith our Memorandum of Points and
Authorities in Support of Special Motion to Strike filed in CSI
v. Armstrong, LASC No. BC 084642 (Armstrong III).

Thank you for your contribution to our chorus.

Yours sincerely,

A large, stylized handwritten signature in black ink, likely belonging to Gerry Armstrong, written over a horizontal line.

Gerry Armstrong
C/O Hub Law Offices
711 Sir Francis Drake Blvd
San Anselmo, CA 94960
(415) 258-0360



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

---oOo---

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

Plaintiff,

v.

No. BC-052395

GERALD ARMSTRONG, THE GERALD
ARMSTRONG CORPORATION, a
California corporation, DOES 1
through 25, inclusive,
Defendants.

-----/
and related cross actions.
-----/

DEPOSITION OF GERALD ARMSTRONG
Volume VI - Pages 625 through 752
THURSDAY, AUGUST 18, 1994

REPORTED BY: SUSAN M. LYON, CSR #5829

1 you meant by "time out" and --

2 MR. GREENE: I'm telling you now and

3 now you know, right?

4 MR. HERTZBERG: Apparently.

5 MR. GREENE: Okay. We're going to

6 take a break for a second.

7 MR. HERTZBERG: You are entitled to

8 take a break any time you want to.

9 MR. GREENE: I know, I know, so we'll

10 be right back.

11 (Short recess.)

12 MR. HERTZBERG: Q. I'm ready to move

13 on.

14 A. Okay. Move on.

15 Q. Assuming you're not going to change

16 your position?

17 A. Right.

18 Q. All right. Mr. Armstrong, between

19 March of 1993 and the present, did you furnish any

20 person engaged in litigation with any of the

21 Scientology entities covered in paragraph one or

22 identified in paragraph one of the settlement

23 agreement with any declaration which you executed?

24 A. Yes.

25 Q. And please tell me each such instance

1 in which you did that during that time period.

2 A. I gave one in the Wollersheim II
3 litigation, that's Scientology versus Wollersheim
4 in the L.A. Superior Court.

5 Q. Who did you give that to?

6 A. To Mark Goldawitz.

7 Q. For the record, who is Mr. Goldawitz?

8 A. He's a lawyer for Lawrence
9 Wollersheim.

10 Q. Now, Lawrence Wollersheim is a party
11 to what you refer to as the Wollersheim II
12 litigation; is that correct?

13 A. Right.

14 Q. So the record is clear, what is your
15 knowledge of who the plaintiff is in the
16 Wollersheim II litigation?

17 A. It's the Scientology organization.

18 Q. And what is your knowledge of who Mr.
19 Wollersheim's position as a party into what you
20 call the Wollersheim II litigation?

21 A. He's the defendant in the case.

22 Q. And Mr. Goldawitz represents Mr.
23 Wollersheim in that case?

24 MR. GREENE: That's asked and
25 answered.

1 MR. HERTZBERG: Q. What are the
2 circumstances of your furnishing the declaration
3 to Mr. Goldawitz in what you call the Wollersheim
4 II litigation?

5 A. I had been in communication with Mr.
6 Goldawitz a couple of times prior to this, prior
7 to my execution of the declaration, and my
8 communications with Mr. Goldawitz concerned that
9 case.

10 Q. What you call the Wollersheim II
11 case?

12 A. Yes. I knew of the existence of the
13 case before Mr. Goldawitz got involved, and then
14 I -- and I don't know who made contact with whom,
15 but I did communicate with Mr. Goldawitz a number
16 of times and have through the course of the
17 Wollersheim II litigation.

18 Q. Did you have conversations with Larry
19 Wollersheim at any juncture with respect to that
20 litigation?

21 A. Yes.

22 Q. Did your first conversation with Mr.
23 Wollersheim proceed a time that you communicated
24 with Mr. Goldawitz?

25 A. Yes.

1 Q. Did you discuss with Mr. Wollersheim
2 what issues were presented by the lawsuit which
3 you call Wollersheim II?

4 MR. GREENE: Object to the point that
5 it calls for the witness to state a legal
6 conclusion.

7 MR. HERTZBERG: I'm not asking for
8 any legal conclusion. You may answer.

9 THE WITNESS: At some point from Mr.
10 Wollersheim I received either all or part of
11 Scientology's complaint. So either prior to that
12 I knew something of the substance, but I learned
13 of it when I first read the complaint.

14 MR. HERTZBERG: Q. Mr. Wollersheim
15 sent you the complaint; correct?

16 A. Yeah. I don't recall if it was the
17 whole complaint or part of the complaint, but in
18 any case, from him I received the complaint.

19 Q. Did you ask him to send it?

20 A. I don't know if I asked him or if he
21 volunteered, but I was a willing recipient.

22 Q. And whatever portion of the complaint
23 he sent you, whether it was the entire complaint
24 or a portion of it, you read it; correct?

25 A. Yes.

1 Q. Then you spoke with Mr. Wollersheim
2 about your conclusions; correct?

3 A. I don't know if I ever spoke to him
4 about my conclusions.

5 Q. Subsequent to reading all or part of
6 the complaint in what you call the Wollersheim II
7 case, did you have any conversations with Mr.
8 Wollersheim?

9 A. Yes.

10 Q. And in any of those conversations,
11 did you discuss the fact that you had read what he
12 sent you?

13 A. Although in all of my conversations
14 with Mr. Wollersheim I did not have a specific
15 recollection of those facts, I did discuss his --
16 the Wollersheim II case with him, various aspects
17 of it.

18 Q. And you were hoping that he would
19 prevailed in that case, were you not?

20 A. Yes.

21 Q. And you wished to assist him in that
22 objective of prevailing in that case, did you not?

23 A. Yes.

24 Q. And pursuant to that desire to assist
25 him at a point in time, you agreed to furnish a

1 declaration, did you not?

2 A. Right.

3 Q. And you prepared that declaration
4 yourself, did you not?

5 A. Right. When you say that, my
6 recollection of that was that the sub -- a lot of
7 it was taken by Mr. Goldawitz from an earlier
8 declaration that he had of mine, which includes
9 something of my history.

10 So Mr. Goldawitz actually took
11 material from an earlier declaration himself, I
12 believe, word processed it, prepared the document,
13 and that I edited what he had or made a few
14 comments on what he had, and then signed it in his
15 office. But he typed it himself as both prior to
16 my being there and as I was there. As I talked to
17 him, he typed.

18 Q. And in any event, that declaration
19 included some new material that you provided to
20 Mr. Goldawitz; correct?

21 MR. GREENE: Objection. With respect
22 to new material, it's vague.

23 MR. HERTZBERG: Q. You made some
24 additions to whatever portions of that declaration
25 incorporated prior declarations of yours, did you

1 not?

2 MR. GREENE: Objection, still vague,
3 becoming unintelligible.

4 MR. HERTZBERG: You may answer.

5 MR. GREENE: If you understand it.

6 THE WITNESS: Yes. There were
7 matters which were new or specific or related
8 specifically to the Wollersheim II litigation.

9 MR. HERTZBERG: Q. And you went over
10 those with Mr. Goldawitz before you signed the
11 declaration, did you not?

12 A. Yes. Some, like I say, some of it he
13 typed it just as we were in his office talking.

14 Q. And in effect you dictated some of
15 those portions to him, did you not?

16 A. Some of it is just my words.

17 Q. And to your knowledge, that
18 declaration was subsequently submitted in
19 connection with pleadings filed by Mr. Wollersheim
20 in the Wollersheim II case?

21 A. Right.

22 Q. Aside from furnishing this
23 declaration, did you have any discussions with Mr.
24 Goldawitz about the conduction of the litigation
25 by Mr. Goldawitz or any other attorneys

1 (Discussion off the record.)

2 MR. HERTZBERG: Q. All right. Are
3 you ready? You want the question back and your
4 partial answer?

5 A. No. I think I've got it. And I
6 think that you understood what I said. There
7 wasn't any, to my memory, any strategy of any kind
8 conveyed and I don't have any.

9 Q. Other than the declaration which you
10 furnished in the Wollersheim II case, did you
11 furnish any other documents to Mr. Wollersheim or
12 his counsel?

13 A. Yes, I have. I passed on to Mark
14 Goldawitz, I don't recall the documents at this
15 time, but have provided him with a number of
16 documents.

17 Q. And what documents are those?

18 A. Well, I can't recall them all at this
19 time, but my recollection is that they generally
20 concerned the various Armstrong cases.

21 I do recall some now. I provided him
22 a set of the documents relating to the second
23 contempt matter which concerned my providing the
24 declaration to him for use in the Wollersheim II
25 case. So I remember that set of documents going

1 to him.

2 Q. Any other documents that you recall
3 that you transmitted to Mr. Goldawitz?

4 A. There may have been along the way
5 other documents. I can't at this -- I just don't
6 recall what they were.

7 Q. Do you have a list of them?

8 A. If there was correspondence which
9 accompanied the documents, whatever the documents
10 were, then that would be a source of a list. So
11 at least some of it could be ascertainable by
12 checking that correspondence.

13 Q. Have you maintained a copy of that
14 correspondence?

15 A. I believe that it is available.

16 MR. GREENE: Yes.

17 MR. HERTZBERG: I'm going to ask --
18 the answer is yes?

19 MR. GREENE: Right. Provided that we
20 can find it, the answer is yes to the request that
21 between when we end today and we start tomorrow we
22 will seek to ascertain and produce tomorrow an
23 enumeration of the documents that Mr. Armstrong
24 provided to Mr. Goldawitz.

25 MR. HERTZBERG: Good.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

--o0o--

CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
Not-For-Profit Religious)
Corporation,)

Plaintiff,)

vs.)

Case No. BC-052395

GERALD ARMSTRONG, THE GERALD)
ARMSTRONG CORPORATION, a)
California Corporation, Does 1-25,)
inclusive,)

Defendants.)

Reporter's Transcript of Oral Deposition

GERALD ARMSTRONG

Friday, August 19, 1994

VOLUME VII

Pages 793 through 945

Reported By:

Rosalie E. Stefani
CSR No. 3215

1 present, did you discuss any topic with Mr. Horne other
2 than your own litigation?

3 A. Although I do not have a specific
4 recollection of doing so, I may have discussed other
5 events in the Scientology litigation world beyond my own
6 Armstrong cases. For example, the Wollersheim II events
7 or the -- the IRS ruling, those sorts of events I would
8 have if it had been relevant or, you know, timely,
9 germane.

10 Q. I don't want you to speculate. Do you have
11 a specific recollection?

12 A. No.

13 MR. HERTZBERG: Okay, let's take a
14 five-minute break.

15 MR. GREENE: All right. Back at 12:00,
16 twelve o'clock?

17 (Discussion off the record; recess taken)

18 --o0o--

19 MR. HERTZBERG: Are you ready, Ford? Are
20 you ready?

21 MR. GREENE: Sure.

22 MR. HERTZBERG: Okay.

23 Q. Since your deposition in March, 1993 in
24 this matter and to the present, have you furnished any
25 person engaged in litigation with any Scientology entity

1 identified in paragraph one of the settlement agreement
2 with a declaration, affidavit or other document other than
3 those persons who you have identified already in your
4 testimony yesterday and today?

5 MR. GREENE: So that would have -- would
6 have been the declaration in CEC vs. Wollershiem and the
7 two declarations in CSI vs. Fishman, so there's three
8 declarations that you have in mind, and you're asking if
9 there are any additional within that time frame?

10 MR. HERTZBERG: But I'm also asking for any
11 other documents.

12 MR. GREENE: All right. Well, let's do it,
13 then, on a declaration basis and then do it on a document
14 basis.

15 MR. HERTZBERG: That's fine with me.

16 MR. GREENE: Okay.

17 THE WITNESS: Okay, then, the answer is
18 yes.

19 MR. HERTZBERG:

20 Q. And to whom?

21 A. To a Mr. Lawlay, L-a-w-l-a-y.

22 Q. Anyone else?

23 A. Although there may be, that's what has come
24 to mind so far, but if you'd like me to see in the next
25 minute or so if I can scan for other ones, I'll do that.

1 Q. I would like you to take a moment to see.

2 A. Okay. That's all that has come to mind at
3 this point.

4 Q. What's Mr. Lawley's first name?

5 A. You know, I want to say Ron, like Ron
6 Lawlay.

7 MR. HERTZBERG: Let's go off the record for
8 a moment.

9 (Discussion off the record)

10 MR. HERTZBERG:

11 Q. Ron Lawlay, and who is Ron Lawlay?

12 A. He is an individual who was sued by the
13 Scientology organization in England.

14 Q. And did you furnish him with an affidavit
15 or declaration or both?

16 A. My recollection is that it was an
17 affidavit.

18 Q. When did you execute the affidavit?

19 A. My recollection there is that it was early
20 this year.

21 Q. After January of 1994?

22 A. In or about January. Could be February.

23 Q. And did you speak directly to Mr. Lawlay?

24 A. Yes.

25 Q. When did you first speak to Mr. Lawlay?

1 A. Not long before this, so it could have been
2 in the late part of 1993 or the early part of 1994.

3 Q. In your initial conversation with
4 Mr. Lawlay, was that initiated by you or by Mr. Lawlay?

5 A. My recollection is that I received a
6 telephone call from Mr. Lawlay and had not myself prior to
7 that time communicated to him.

8 Q. Tell us as you can best recall the
9 substance of what you said to Mr. Lawlay and he said to
10 you in that telephone call.

11 A. My recollection is that he described to me
12 what his case, in which he had been sued, involved. And
13 the communication initially had to do with my testifying
14 in his case, which was coming to trial at that time in the
15 near future.

16 At some point, and I believe in the first
17 communication or perhaps in something which I was sent
18 subsequently, I learned at least something of the issues
19 in the case and how those things related to me.

20 And it was then discussed that prior to my
21 testifying at the trial that I would provide an affidavit
22 which would cover the areas of my expected testimony, and
23 that a -- a draft as to format was, I believe, faxed to
24 me, and that I then, using the format or the outline which
25 was given, prepared an affidavit, and that there were

1 therefore a series of telephone communications which built
2 up to and related to that, but the initial one which you
3 asked about concerned, I believe, a request on his part
4 that I testify.

5 Q. And you readily agreed that you would
6 testify?

7 A. I cannot say that I readily agreed because
8 I don't really recall what the time frame was or what --
9 what was involved initially, but there came a time when I
10 did agree, and we proceeded on from there.

11 Q. And in agreeing to testify on Mr. Lawlay's
12 behalf you understood that your testimony was sought in
13 order to assist him in the litigation he was engaged in,
14 correct?

15 A. Yes.

16 Q. And in furnishing the affidavit to
17 Mr. Lawlay you understood that that was going to be used
18 by Mr. Lawlay and his counsel to assist in his conduct of
19 the litigation that he was involved in, correct?

20 A. Yes.

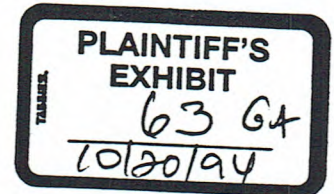
21 Q. Was that affidavit ever filed in court, to
22 your knowledge?

23 A. I don't know.

24 Q. You have a copy of the affidavit?

25 A. I believe so.

AFFIDAVIT OF GERALD ARMSTRONG



I Gerald Armstrong, depose and state:

1. I am a Canadian citizen and a resident of San Anselmo, California, USA.

2. I am a writer and artist and I am the assistant of attorney Ford Greene.

3. I am making this statement with the intention that it be introduced in the trial now set for February 21, 1994 in the High Court in London of cases 1984 S No. 1675 Scientology AOSH Eu & Af -v- Scott, et al and 1986 C No. Scientology RECI -v- Carter, et al.

4. It is my understanding that these cases involve the taking and distribution of certain Scientology writings often referred to as "upper level materials." I am a witness to the following facts which will be raised at trial.

5. I became involved with Scientology as a customer in 1969 in Vancouver, B.C. I worked on staff there in 1970 and in February 1971 joined the Sea Organization (SO or Sea Org), Scientology's quasiparamilitary core organization in Los Angeles. I was flown to Spain and joined the Sea Org's flag ship, "Apollo," in Morocco. L. Ron Hubbard, the Sea Org's "Commodore," was on board and operated Scientology internationally through the "crew" which numbered, during my stay on board of four and a half years, around four hundred. All my staff positions on board involved personal contact with L. Ron Hubbard, Mary Sue Hubbard, administrative organization staff and people in the ports and

countries the "Apollo" visited. These on-board positions included "Ship's Representative"/legal representative, "Port Captain"/public relations officer, and "Information Officer"/intelligence officer.

6. In the fall of 1975 after the ship operation moved ashore in Florida I was posted in the Guardian's Office (GO) Intelligence Bureau connected to Hubbard's Personal Office. From December 1975 through June 1976 I held the post of Deputy LRH External Communications Aide handling Hubbard's written and telex traffic to and from Scientology organizations. From July 1976 to December 1977 I was assigned, on Hubbard's order, to the Clearwater, Florida unit of the "Rehabilitation Project Force" (RPF), the SO prison system. In 1978 I worked in Hubbard's cinematography crew in La Quinta, California making movies under his direction until the fall of that year when he again assigned me to the RPF, this time for eight months first in La Quinta, then at a newly purchased base in Gilman Hotsprings near Hemet, California. From the time I got out of the RPF in the spring of 1979 and until the beginning of 1980 I worked in Hubbard's "Household Unit" (HU) at Gilman, the SO unit which took care of Hubbard's house, personal effects, transport, meals and so forth, as the "Purchaser," "Renovations In-Charge" and "Deputy Commanding Officer HU."

7. Throughout 1980 and until I left the organization in December 1981 I held the organization posts in Hubbard's "Personal Public Relations Bureau" of "LRH Archivist" and "LRH

Personal Researcher." I assembled in Los Angeles an archive of Hubbard's writings and other materials relating to his history to be used as, inter alia, the basis for a biography to be written about the man. I also worked in Los Angeles for the first few months of 1980 on Mission Corporate Category Sortout (MCCS), which had the purpose of restructuring the Scientology enterprise so that Hubbard could continue to control it without being liable for its actions. Beginning in the fall of 1980 and continuing until my departure, I provided the biographical writings and other materials, as I collected and organized them, to Omar Garrison, who had contracted with the organization to write the Hubbard biography. I interviewed many people who had known Mr. Hubbard at periods throughout his life, including almost all of his known living relatives. I traveled several thousand miles collecting biographical information and conducting a genealogy search, and arranged the purchase of a number of collections of Hubbard-related documents and other materials from individual collectors.

8. Through my research and study of documentary evidence, most of it from Mr. Hubbard's personal archive, I learned that he had lied about his past, credentials, accomplishments, relationships and intentions. I disproved many of the claims made by Hubbard in his biographies printed in Scientology publications and used in promotion of the man and his philosophy and psychotherapy, and I attempted to get the organization executives responsible for these publications to correct the

disproved claims. As a result I was ordered to be security checked, an interrogation employing an electronic meter as a lie detector, a procedure I had undergone many times in the Sea Org. I had by this time also disproved the significant representations Hubbard had made about himself or his "technology" which had drawn me into and kept me in the organization for over twelve years; e.g., that he was an engineer and an atomic physicist, that he had been crippled and blinded in combat in WW II and had cured himself with his mental science discoveries, that it was a matter of medical record that he had twice been pronounced dead, that his psychotherapy had been subjected to rigorous scientific testing, that it cured all psychosomatic ills and raised IQs a point per hour of therapy (I had by this time had well over a thousand hours), that he had been remunerated for his labors less than staff members were paid (in my case between \$4.30 and \$17.20 per week throughout my 50 years), and that he and his organization were ethical and well-intentioned. When it became clear to me that I was not going to be able to get the organization or Hubbard to admit to the lies and take a more honest path I left, along with my then wife Jocelyn.

9. Following my departure the organization published a "Declaration" dated February 18, 1982 labelling me a "Suppressive Person (SP)." The terms "SP" or "suppressive person" are painful hate words, which have the effect of instilling terror in the people so labelled. An SP is described in Scientology's literature as completely psychotic and destructive, one of the

two and a half percent truly evil people on the planet. SPs are viewed as enemies of Scientology and mankind and are targets for the organization's philosophy and practice of opportunistic hatred Hubbard called the "Fair Game Policy," which states specifically that enemies may be lied to, cheated, sued and destroyed without discipline of the Scientologist committing such acts. My SP Declare also accused me of "spreading destructive rumors about senior Scientologists." I knew in early 1982 that I was the target of Guardian's Office intelligence operations because certain friends were contacted and interrogated about me by known GO intelligence personnel, and I had detected organization personnel spying on my wife and me. The organization also appropriated a set of photographs I had entrusted with an associate, Virgil Wilhite, and when I demanded their return one of Hubbard's lieutenants told me to get a lawyer.

10. A few days later I met with attorney Michael Flynn who agreed to defend me against the organization, which on April 22, 1982 published a second SP declare accusing me of eighteen "crimes, high crimes and suppressive acts," including, inter alia, promulgating false information about Hubbard and the organization. In the spring and summer of 1982 I obtained from Omar Garrison, with his permission, some of the documents I had delivered to him while in the organization which I considered I would need to defend myself against the organization's charges in the SP declares and whatever actions they would bring against me

in the non-Scientology courts. I sent these to Mr. Flynn and to Contos and Bunch, a California law firm which by then had agreed to represent me in Scientology litigation. The organization filed suit against me in the Los Angeles Superior Court on August 2, 1982 and the Hubbard biography documents I had sent to my lawyers were ordered by the Court to be deposited with the clerk where they stayed until December, 1986.

11. In August and September 1982 the organization employed a number of private investigators to surveil and harass my wife and me. During that period one of these investigators assaulted me bodily, and another struck my body with a car, and attempted to involve me a freeway accident by getting in front of my car and slamming on his brakes and pulling alongside my car and swerving into my lane. The organization also attempted to get the Los Angeles Police Department to bring criminal charges against me in connection with the Hubbard documents which had become the subject of the litigation in the Superior Court.

12. I filed a cross-complaint in 1982 against various Scientology corporations for fraud and the intentional infliction of emotional distress. The cross-complaint was bifurcated from the underlying document case and never tried because it settled in December 1986. The document case was tried without a jury by Judge Paul G. Breckenridge, Jr. who rendered a decision on June 20, 1984. Judge Breckenridge's decision is appended hereto as Exhibit A. The opinion of the California Court of Appeal, Second Appellate District, Division Three issued July 29, 1991 affirming

the Breckenridge decision is appended hereto as Exhibit B. Between that time and the settlement the organization continued its "fair game" campaign against me which included at least these acts: a) attempted entrapment; b) illegal videotaping; c) filing false criminal charges against me with the Los Angeles District Attorney; d) filing false criminal charges against me with the Boston office of the FBI; e) filing false declarations to bring contempt of court proceedings against me on three occasions; f) obtaining from English private investigators, who had harassed me in London in 1984, perjured affidavits accusing me falsely of passing documents to a bearded stranger in the Olde Cock Tavern on Fleet Street; disseminating internationally Scientology publications falsely accusing me of crimes, including crimes against humanity; g) culling and disseminating information from my supposedly confidential auditing (psychotherapy) file.

13. Following the December 1986 settlement the organization continued its fair game campaign against me in violation of the spirit and letter of the settlement agreement. The organization's violations include at least: a) use of my name and a false and unfavorable description of my organizational experiences in 1987 in a "dead agent" pack relating to writer and anti-Scientology litigant Bent Corydon; b) filing several affidavits in the fall of 1987 in the case of Church of Scientology of California v. Russell Miller and Penguin Books Limited, case no. 6140 in the High Court of Justice in London England, falsely accusing me of violations of court orders in the

Armstrong case, and falsely labeling me "an admitted agent provocateur of the U.S. Federal Government;" c) delivering a copy of an edited version of the 1984 illegal videotape of me to the London Sunday Times; d) threatening me with lawsuits on six occasions if I did not abet the organization's obstruction of justice; e) threatening to release a description I'd written of a dream I'd had, and which the organization had stolen from a friend of mine, if I did not assist the organization in preventing Bent Corydon from gaining access to the Armstrong court file; f) using my name and a false rendition of the organization's 1984 videotape operation where organization intelligence operatives attempted to entrap me into the commission of a crime in the case of Church of Scientology International v. 17 Agents, case no. 91-4301 SVW filed August 12, 1991 in US District Court, Central District of California; g) using the same false rendition of the 1984 "Armstrong Operation," perjurious declarations by organization lawyers and a general attack on my character and truthfulness in various pleadings filed in August and September, 1991 in the case of Aznaran v. Church of Scientology of California, et al., No. CV 88-1786 JMI in US District Court, Central District of California; h) suing me in 1992 and twice more in 1993 for alleged violations of the 1986 settlement agreement based on the false statements of the organization's lawyers and its leaders; i) two times in 1993 attempting to have me jailed for contempt of court based on the false sworn statements of its lawyers; j) distributing copies



internationally of the 1985 dream organization lawyers had threatened to release as stated in e) above (I wrote this recitation of a dream, which was sexual in content, in a graphic, vulgar style, and the way the organization has perverted its significance has made its distribution embarrassing and distressing to me. The dream was specifically sealed in the Los Angeles Superior Court and the organization has violated that sealing order in order to use this document to attack me); k) using its head private investigator to spread the lie that I have AIDS.

14. I have testified approximately 55 days in trial or depositions in more than 15 Scientology-related cases. I am an expert in the fraudulent nature of Scientology and its use of "fair game," and I have testified as an expert in these areas. I am also knowledgeable regarding the organization's efforts to hide its actual control and to shield those who control it from legal responsibility with "buffer" corporations, secret orders, secret command lines, organization-wide agreement to lie to protect those in actual control, and threat of extreme retribution toward anyone who violates that agreement to lie.

15. In his decision, Judge Breckenridge found:

"In addition to violating and abusing its own members civil rights, the organization with its "Fair Game" doctrine has harassed and abused those persons not in the Church whom it perceives as enemies. The organization clearly is schizophrenic and paranoid, and

this bizarre combination seems to be a reflection of its founder LRH. The evidence portrays a man who has been virtually a pathological liar when it comes to his history, background and achievements. The writings and documents in evidence additionally reflect his egoism, greed, avarice, lust for power and vindictiveness and aggressiveness against persons perceived by him to be disloyal or hostile." (Exhibit A, p. 8, l. 18 - p. 9, l. 4).

I observed the organization's abuse of its members' civil rights throughout the years I was inside. This abuse included false imprisonment; use against people of their statements made in supposedly confidential auditing sessions; use of auditing techniques in a coercive manner, e.g., security checks to find "traitors" or "security risks," or to "turn on rockslams" by which the person would be assigned to the RPF, which is itself an abuse of basic human rights, and is itself a setting in which auditing is coercive, since a person cannot get out of the RPF unless he or she submits to auditing; the practice of disconnection, which breaks apart and alienates families; tricking or forcing members to lie, including perjuring themselves in sworn testimony in legal proceedings; threat of "ethics," "Fair Game," RPF, disconnection and dirty tricks; and denying its members access to the truth about the nature of the organization while subjecting them to an unending barrage of distortions, half-truths and outright lies.

16. In a case the organization filed against me in 1992 to enforce the December, 1986 settlement agreement, Los Angeles Superior Court Judge Ronald M. Sohigian stated on May, 27, 1992:

"The information (Gerald Armstrong's experiences inside the Scientology organization) that's being suppressed in this case, however, is information about extremely blame-worthy behavior of [the Scientology organization] which nobody owns; it is information having to do with the behavior of a high degree of offensiveness and behavior which is meritorious in the extreme.

It involves abusing people who are weak. It involves taking advantage of people who for one reason or another get themselves enmeshed in this extremist view in a way that makes them unable to resist it apparently. It involves using techniques of coercion."

The pages from the transcript of the hearing before Judge Sohigian in which he made this statement are appended hereto as Exhibit C.

17. I was myself enmeshed in Scientology's extremist view for many years and have known personally hundreds of other people just as enmeshed. I am also known by hundreds of people around the world as someone who brought to light the truth about L. Ron Hubbard's history, through his documents which were used in evidence at my 1984 trial and through my willingness to talk freely about what I had found in my assembly and study of his documents. Many people have thanked me personally for exposing

the truth as I saw it about L. Ron Hubbard and his organization, and for thus freeing them from the lies which had kept them enmeshed in the organization's extremist view. The exposure of any of the organization's "secrets," including the "upper level materials" serves the same purpose; that is, it frees people from the organization's unhealthy and often dangerous domination. One of Hubbard's and his organization's techniques of domination was to claim possession of secret knowledge, which they also claim is vital to the sanity, health and future of everyone under their control, and for which the organization charges astronomical sums of money to view. Exposure of these "secret" materials reveals them for what they really are: more techniques and untruths to further enmesh the organization's victims. Exposure is in the public interest.

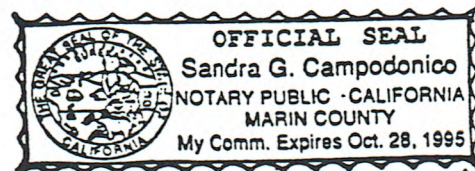
This statement is true to the best of my knowledge and belief.

Sworn at San Anselmo,
California, USA,
this 7th day of
February, 1994
before me,

Sandra G. Campodonico

G. Armstrong

Gerald Armstrong



1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 FOR THE CITY AND COUNTY OF LOS ANGELES

3 ---oOo---

4 CHURCH OF SCIENTOLOGY
5 INTERNATIONAL, a California
6 not-for-profit religious
corporation,

CERTIFIED COPY

7 Plaintiff,

8 vs.

No. BC-052395

9 GERALD ARMSTRONG, THE GERALD
10 ARMSTRONG CORPORATION, a
California corporation, DOES 1
through 25, inclusive,

11 Defendants.

12 and related cross actions./

13
14
15 DEPOSITION OF GERALD ARMSTRONG

16 Volume VI-A - Pages 753 - 792

17 Thursday, August 18, 1994
18
19
20
21
22
23
24

25 REPORTED BY: DAVID A. DISBROW, CSR NO. 7768

1 were three meetings in all?

2 A. I think that there were just three.
3 And it may be that there is one that was, that
4 isn't coming to mind, but that's only because it's
5 not coming to mind, and that's why I hesitated
6 about four, but I know of them.

7 Q. The three being the encounter at the
8 courthouse --

9 A. Right.

10 Q. Meeting at the dinner in San Anselmo,
11 and the one I haven't asked you about?

12 A. Right.

13 Q. Tell me the circumstances of that
14 encounter.

15 A. That was at the Lewis, D'Amato law
16 firm, and I went to -- I was down in Los Angeles
17 for, I believe, a hearing, and after I was done at
18 the Superior Court, I had some other work there in
19 the courthouse. We were checking my file for some
20 money, but I had some business at the courthouse,
21 and then I walked over to the Lewis, D'Amato firm
22 and met there with Von, Stacey and Hannah. And it
23 may have been that Graham Berry was also there or
24 he was at least in the area.

25 And we greeted each other, and then

1 the, at least four of us went to lunch nearby.

2 Q. And the four includes whom:

3 Yourself --

4 A. Myself, Von and Stacey and Hannah.

5 Q. Hannah being Hannah Whitefield?

6 A. Right. And Graham also may have been
7 there. He may have been there for part of that.

8 Q. Graham? Graham Berry?

9 A. Right.

10 Q. Right. Mr. Berry doesn't represent
11 you, does he?

12 A. No.

13 Q. And he's never represented you, has
14 he?

15 A. No.

16 Q. On the occasion of a hearing which
17 you referred to was that a hearing in one of your
18 cases?

19 A. I believe so.

20 Q. Was that at the time that the Court
21 of Appeal heard argument on your -- was that the
22 conversation of the hearing when the Court of
23 Appeal considered your appeal of Judge Sohetian's
24 opinion in this case?

25 A. It might have been or it may have

1 been on the occasion of some other event, but it
2 may have been, at that time.

3 Q. Can you tell us what month you think
4 this was in, the meeting occurred?

5 A. It was not that long ago. Probably
6 in the spring of this year to my recollection.

7 Q. And what was the substance of
8 conversations that occurred while you were with
9 Von and Stacey Young on the occasion of the
10 meeting at the Lewis, D'Amato firm?

11 A. My recollection is that it
12 principally concerned the Fishman case, and that
13 around that time Scientology had either dismissed
14 the case or found something to dismiss the case or
15 it was in that stage toward the end of the
16 litigation. And the communications -- the only
17 ones which stand out were on that subject.

18 Q. And what stands out? Tell me what
19 stands out.

20 A. That there was a dismissal in
21 progress, that had been filed, it was waiting for
22 a hearing. It may have even been that they were
23 waiting for a ruling on fees and costs. I'm not
24 sure of the consequence. I heard of these events
25 as they transpired, and my recollection was that

1 we communicated about that during the brief time I
2 was there for lunch.

3 Q. What did you say during these
4 discussions?

5 A. I don't know. Nothing specific comes
6 to mind.

7 Q. You can't recall anything that you
8 said during these discussions?

9 A. Like I say, this was, as far as I can
10 recall, what the discussions were about. There
11 may have been other details that flowed across the
12 lunch table, you know, how you doing in life,
13 what's new, that sort of thing.

14 Q. Did you offer to furnish a
15 declaration to either the Lewis, D'Amato firm or
16 any client it was representing in the litigation?

17 A. At some point, I did -- I can't tell
18 you if it was before or after that. I think they
19 already had a copy of my declaration regarding,
20 you know response to Davis Miscavige's
21 declaration, and that was acknowledged by
22 somebody.

23 I remember Hannah mentioning that she
24 had read it, so that was -- but I don't recall, at
25 this point, in the declaration which I provided

1 essentially, to oppose the sealing of the Court
2 file, and as it applied to my matters, and my
3 declaration, I think that that was around that
4 time, but it may have been later than that
5 conversation when I saw them for lunch. I'm not
6 sure of the exact time, but there were two
7 declarations which I did provide in that
8 litigation.

9 Q. And who did you provide them to
10 directly?

11 A. I believe in both cases that I sent
12 them to Graham Berry.

13 Q. And in the mail?

14 A. I believe so.

15 Q. Okay. You also were designated as a
16 witness on at least one witness list in the
17 Fishman litigation, were you not?

18 A. I have seen that.

19 Q. All right. When did you first see
20 that?

21 A. The first time I think I saw that was
22 in something filed, perhaps a supplemental
23 adjudication motion in "Armstrong IV."

24 Q. You mean recently?

25 A. Yeah.

1 Q. That's the first time you became
2 aware?

3 A. I think that's the first time I saw
4 it.

5 Q. Okay. Somebody had previously
6 discussed your being designated as a witness in
7 the Fishman case?

8 A. Well, there are a couple of instances
9 of that.

10 Q. Right.

11 A. There was a communication, and I
12 think that Graham Berry spoke directly to me on
13 that matter, and it also may have involved Mr.
14 Greene. And then -- so some months, if not like a
15 long period of time before then, but there was a
16 communication with Mr. Berry about something like
17 that.

18 Q. And Mr. Berry desired you to be a
19 witness in the Fishman case, did he not?

20 A. I believe so.

21 Q. And in fact, he discussed that with
22 your directly, did he not?

23 A. Like I say, I have a recollection of
24 something about that like, you know, some period
25 of time before then. And it may have been -- I

1 think it was the time when Mr. Berry called for
2 Mr. Greene and me, but in any case this got
3 mentioned in the communications which were going
4 around, at that time.

5 Q. And you agreed to be a witness, did
6 you not?

7 A. I never disagreed.

8 Q. And do you recall what areas of
9 perspective testimony it was desired that you
10 provide?

11 A. I don't believe that -- you know, I
12 have my own areas of what I consider to be
13 expertise, and I don't think beyond, very
14 generally, if at all, that is, if it was discussed
15 at all, whether the specifics of what I would
16 testify to or what I would testify to go into, but
17 I think that Mr. Berry's understanding of my
18 history, and my present involvement in litigation,
19 and what I've said about myself, and my areas of
20 expertise are pretty well known and accepted.

21 Q. And those areas of expertise that are
22 "pretty well known and accepted," include your
23 experiences in the Church of Scientology, do they
24 not, including, but not limited to your position
25 as an archivist?

1 A. That is foundational to what I
2 consider the areas.

3 Q. All right, but that's part of it; is
4 it not?

5 A. Yeah, that's the foundation of it.

6 Q. I have one more question. One or two
7 more questions for today because I do what this
8 document search to be conducted.

9 Mr. Armstrong, after that meeting at
10 Lewis, D'Amato, and the lunch, did you have any
11 subsequent conversations with Mr. Von Young
12 between that time and today?

13 A. Yes.

14 Q. Where were they?

15 A. When you say, "substantive --"

16 Q. Go ahead.

17 MR. GREENE: Subsequent.

18 MR. HERTZBERG: Q. Subsequent.

19 A. Subsequent? Okay. Then there are
20 subsequent conversations, and we have communicated
21 sporadically, but a few times over the last few
22 months, and those were principally a couple of
23 times, perhaps a month or a month and a half ago,
24 and these were -- these involved meetings that
25 they were having with Mike Rinnard,

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

--oOo--

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
Not-For-Profit Religious
Corporation,

Plaintiff,

vs.

GERALD ARMSTRONG, THE GERALD
ARMSTRONG CORPORATION, a
California Corporation, Does 1-25,
inclusive,

Defendants.

Case No. BC-052395

Reporter's Transcript of Oral Deposition

GERALD ARMSTRONG

Friday, August 19, 1994

VOLUME VII

Pages 793 through 945

Reported By:

Rosalie E. Stefani
CSR No. 3215

1 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

2 IN AND FOR THE COUNTY OF LOS ANGELES

3 ---oOo---

4
5 CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
6 Not-for-Profit Religious)
Corporation,)

7 Plaintiff,)

8 vs.)

Case No. BC-052395

9 GERALD ARMSTRONG; THE GERALD)
ARMSTRONG CORPORATION, a)
California Corporation; Does 1-25)
10 inclusive,)

Defendants.)

11
12 CERTIFIED
13 COPY
14

15 DEPOSITION OF GERALD ARMSTRONG

16
17 Volume VIII

18 Pages 946 - 1063

19 THURSDAY, OCTOBER 20, 1994

20
21
22
23 REPORTED BY: SUSAN M. LYON, CSR #5829

1 heard it was filed, but I do not know if it was.

2 Q. Did you assemble the exhibits to Exhibit 64?

3 A. Yes.

4 Q. Did you prepare the 10-page declaration,
5 dated April 21, 1994, which precedes the exhibits?

6 A. Yes.

7 Q. Was the purpose of your preparation of
8 Exhibit 64 to aid Mr. Fishman in his litigation with
9 various Church of Scientology entities?

10 A. More specifically, it was aimed at opposing
11 Scientologist's efforts to seal the record in the Fishman
12 case. So if that coincided with Mr. Fishman's interest,
13 then yes.

14 Q. Were you paid by either Mr. Berry, Mr.
15 Fishman or Mr. Berry's firm to furnish this declaration,
16 which is marked as Exhibit 64?

17 A. No.

18 Q. Do you recall whether you volunteered to
19 furnish Exhibit 64 to Mr. Berry?

20 A. I believe I did.

21 Q. Were you opposed to the sealing of any
22 documents in the Fishman file?

23 A. I was opposed to what I understood that
24 Scientology was attempting to have sealed at that time,
25 that was essentially the whole file or at least affidavits

1 that we be given an unredacted copy of this letter.

2 MR. GREENE: You can ask.

3 MR. HERTZBERG: I've just asked. What is
4 your response?

5 MR. GREENE: My response is that I'll
6 consider it, but I will make no commitment at this time.

7 MR. HERTZBERG: My co-counsel will
8 communicate with you after the deposition session to
9 determine what your final decision is on that matter.

10 MR. GREENE: Good.

11 MR. HERTZBERG: Because if we do not receive
12 the unredacted version, we will move to compel.

13 Q. Mr. Armstrong, was there an occasion which
14 led to writing the January 27, 1994 letter to Mr. Berry,
15 which is Exhibit 58?

16 A. Yes.

17 Q. What was that occasion?

18 A. Mr. Berry requested -- he was looking for
19 individuals who may be able to testify as to the matters
20 discussed here.

21 Q. Was Mr. Berry looking for witnesses in
22 connection with the Fishman case?

23 A. I believe so, yes.

24 Q. Was it your understanding that he was looking
25 for witnesses for use in other litigation against various

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevard, Suite 2000, Los Angeles, CA 90028.

On February 23, 1995, I served the foregoing document described as EVIDENCE IN SUPPORT OF PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR SUMMARY ADJUDICATION OF THE TWENTIETH CAUSE OF ACTION OF PLAINTIFF'S COMPLAINT, VOLUME I on interested parties in this action,

[] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [] the original [X] true copies thereof in sealed envelopes addressed as follows:

FORD GREENE
HUB Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

MICHAEL WALTON
700 Larkspur Landing Circle
Suite 120
Larkspur, CA 94939

[x] BY FAX AND MAIL

[] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[x] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal

cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on February 23, 1995 at Los Angeles, California.

[] **(BY PERSONAL SERVICE) I delivered such envelopes by hand to the offices of the addressees.

Executed on _____ at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Laurie Bartison
Print or Type Name

[Signature]
Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)